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No. 36] NEW DELHI, SATURDAY, SEPTEMBER 9, 1961/BHADRA 18, 1883

NOTICE

The undermentioned Gazettes of India Extraordinary were published upto the 30th August, 1961 :—

| Issue No. | No. and Date | Issued by | Subject |
|-----------|-------------------------------------|------------------------------------|---|
| 217 | S.O. 2033, dated 25th August, 1961. | Ministry of Steel, Mines and Fuel. | Amendment to S.O. 1294, dated 1st June, 1961. |
| 218 | S.O. 2034, dated 25th August, 1961. | Ministry of Finance | Scheme for the amalgamation of the Rayalaseema Bank Ltd. with the Indian Bank Ltd. |
| | S.O. 2035, dated 25th August, 1961. | Do. | Specification of 1st September, 1961, as the date on which the amalgamation referred to in S.O. 2034, above shall come into effect. |
| 219 | S.O. 2036, dated 26th August, 1961. | Election Commission, India. | Amendment in its notification No. 429/15/56, dated 20th December, 1960. |
| 220 | S.O. 2037, dated 26th August, 1961. | Ministry of Finance | Scheme for the amalgamation of Pic-Money Bank Private Ltd. with the Canara Industrial and Banking Syndicate Ltd. |
| | S.O. 2038, dated 26th August, 1961. | Do. | Specification of 4th September, 1961 as the date on which the amalgamation referred to in S.O. 2037 above shall come into effect. |
| | S.O. 2039, dated 26th August, 1961. | Do. | Scheme for the amalgamation of Moolky Bank Ltd. with the Canara Industrial and Banking Syndicate Ltd. |
| | S.O. 2040, dated 26th August, 1961. | Do. | Specification of 4th September, 1961, as the date on which the amalgamation referred to in S.O. 2039 above shall come into effect. |
| 221 | S.O. 2089, dated 28th August, 1961. | Ministry of Finance | Scheme for the amalgamation of Tezpur Industrial Bank Ltd. with the United Bank of India Ltd., Calcutta. |

| Issue No. | No. and date | Issued by | Subject |
|-----------|-------------------------------------|---|--|
| | S.O. 2090, dated 28th August, 1961. | Ministry of Finance | Order of moratorium in respect of Tezpur Industrial Bank Ltd., Tezpur, shall be in force upto 3rd September, 1961. |
| | S.O. 2091, dated 28th August, 1961. | Do. | Specification of 4th September, 1961, as the date on which the amalgamation referred to in S.O. 2089 above shall come into effect. |
| | S.O. 2092, dated 28th August, 1961. | Do. | Scheme for the amalgamation of G. Raghunathmull Bank Ltd. with Canara Bank Ltd. |
| | S.O. 2093, dated 28th August, 1961. | Do. | Specification of 4th September, 1961, as the date on which the amalgamation referred to in S.O. 2092 above shall come into force. |
| 222 | S.O. 2094, dated 29th August, 1961. | Ministry of Information and Broadcasting. | Approval of films specified therein. |
| 223 | S.O. 2095, dated 29th August, 1961. | Ministry of Law | Declaration containing the name of the Candidate elected to fill a vacancy in the Council of States. |
| 224 | S.O. 2096, dated 29th August, 1961. | Ministry of Finance | Specification of 4th September, 1961 as the date on which the amalgamation referred to in S.O. 2098 below shall come into force. |
| | S.O. 2097, dated 29th August, 1961. | Do. | Order of moratorium in respect of the Cuttack Bank Ltd., Cuttack, shall be in force upto 3rd September, 1961. |
| | S.O. 2098, dated 29th August, 1961. | Do. | Scheme for the amalgamation of Merchants' Bank Ltd. with the Tanjore Permanent Bank Ltd. |
| | S.O. 2099, dated 29th August, 1961. | Do. | Specification of 4th September, 1961, as the date on which the amalgamation referred to in S.O. 2100 below shall come into force. |
| | S.O. 2100, dated 29th August, 1961. | Do. | Scheme for the amalgamation of Cuttack Bank Ltd., with the United Bank of India Ltd. |
| 225 | S.O. 2101, dated 30th August, 1961. | Election Commission, India. | Calling upon the elected members of the Legislative Assembly of Bihar State to elect a person in the Council of States in the vacancy caused by the death of Kazi Ahmad Hussain. |
| | S.O. 2102, dated 30th August, 1961. | Do. | Appointing dates for the election referred to in S.O. 2101 above. |
| | S.O. 2103, dated 30th August, 1961. | Do. | Designating the Secretary, Bihar Legislative Assembly, Patna, to be the Returning Officer for the election referred to in S.O. 2101 above. |

| Issue No. | No. and Date | Issued by | Subject |
|-----------|-------------------------------------|----------------------------|--|
| | S.O. 2104, dated 30th August, 1961. | Election Commission, India | Appointing the Deputy Secretary to the Bihar Legislative Assembly to assist the Returning Officer for the election referred to in S.O. 2101 above. |
| | S.O. 2105, dated 30th August, 1961. | Do. | Fixation of hours for the election referred to in S.O. 2101 above. |

Copies of the Gazettes Extraordinary mentioned above will be supplied on indent to the Manager of Publications, Civil Lines, Delhi. Indents should be submitted so as to reach the Manager within ten days of the date of issue of these Gazettes.

PAKT II—Section 3—Sub-section (ii)

Statutory orders and notifications issued by the Ministries of the Government of India (other than the Ministry of Defence) and by Central Authorities (other than the Administrations of Union Territories).

ELECTION COMMISSION, INDIA

New Delhi, the 5th August 1961

S.O. 2119.—In pursuance of sub-rule (5) of rule 89 of the Conduct of Elections Rules, 1961, the Election Commission hereby notifies the name of the person shown in column 1 of the Schedule below who having been a contesting candidate for the election to the House of the People from the constituency specified in column 2 thereof, at the bye-election held in 1961, has, in accordance with the decision given today by the Election Commission under sub-rule (4) of the said rule, failed to lodge any account of his election expenses and will accordingly become subject to the disqualification under clause (c) of section 7 of the Representation of the People Act, 1951 (43 of 1951) on the expiration of two months from the date of the said decision.

SCHEDULE

| Name of contesting candidate | Name of constituency |
|--|----------------------|
| 1 | 2 |
| Shri Gouri Shankar Rath, Chatro Brutti Sangh, Berhampur. | Chatrapur |

[No. OR-P/250/61-Bye(277).]

By Order,

K. K. SETHI, Under Secy.

New Delhi, the 28th August 1961

S.O. 2120.—In exercise of the powers conferred by section 21 and sub-section (1) of section 22 of the Representation of the People Act, 1951, the Election Commission hereby cancels its notifications Nos. 434/4/56 and 434/4/56(1) both dated the 8th January, 1957.

[No. 434/GJ/60.]

By Order,

K. S. RAJAGOPALAN, Under Secy.

New Delhi the 28th August 1961

S.O. 2121.—In exercise of the powers conferred by section 21 of the Representation of the People Act, 1951, and in supersession of its notification No. 434/15/61, dated the 7th January, 1957, the Election Commission, in consultation with the Chief Commissioner of Delhi, hereby designates for each of the Parliamentary Constituencies in the Union Territory of Delhi, specified in column 1 of the Table below, the Officer specified in the corresponding entry in column 2 of that Table to be the Returning Officer:—

TABLE.

| Name of the Constituency | Returning Officer |
|--------------------------|--|
| 1 | 2 |
| New Delhi | Resident Magistrate, New Delhi. |
| Chandni Chowk | Additional District Magistrate (I). |
| Delhi Sadar | Additional District Magistrate (II). |
| Karol Bagh | Additional District Magistrate (Land Acquisition). |
| Outer Delhi | Additional District Magistrate (II). |

[No. 434/16/61.]

S.O. 2122.—In exercise of the powers conferred by sub-section (1) of section 22 of the Representation of the People Act, 1951 and in supersession of its notification No. 434/15/56(1), dated the 7th January, 1957, the Election Commission, hereby appoints each of the officers specified in column 2 of the Table below to assist the Returning Officer for the Parliamentary Constituencies in the Union Territory of Delhi, specified in column 1 of that Table in the performance of his functions:—

TABLE

| Name of the Constituency | Assistant Returning Officer |
|--------------------------|--|
| New Delhi | Sub-Divisional Magistrate (Mehrauli). |
| Chandni Chowk | Sub-Divisional Magistrate, Old Delhi. |
| Delhi Sadar | Sub-Divisional Magistrate, Karol Bagh. |
| Karol Bagh | Revenue Assistant. |
| Outer Delhi | Sub-Divisional Magistrate, Rural. |

[No. 434/16/61(1).]

By Order,

PRAKASH NARAIN, Secy.

MINISTRY OF LAW

CORRIGENDUM

New Delhi, the 4th September 1961

S.O. 2123.—In the Ministry of Law Notification No. S.O. 1557 dated the 4th July, 1961, publishing the declaration of the election of Shri Ananta Tripathi Sharma from the Chatrapur Parliamentary Constituency—

for the figures "28.6.1961".
substitute the figures "10.6.1961".

[No. F. 5(1)/61-Elec.]

A. S. LOKANATHAN, Under Secy.

MINISTRY OF HOME AFFAIRS

New Delhi, the 29th August 1961

S.O. 2124.—In exercise of the powers conferred by the proviso to article 309 of the Constitution, the President hereby makes the following rules further to amend the Central Civil Services (Classification, Control and Appeal) Rules, 1957, namely:—

1. These rules may be called the Central Civil Services (Classification, Control and Appeal) Third Amendment Rules, 1961.

2. In the Central Civil Services (Classification, Control and Appeal) Rules, 1957—

- (a) in Part II of the Schedule, against "Telegraph Engineering and Wireless Service, Class II" in column 1, for the entry "Deputy Director General (Staff)" in column 3, the entry "Member, Posts and Telegraphs Board" shall be substituted;
- (b) in Part III of the Schedule,
 - (i) against "Central Secretariat Clerical Service, Grades I and II" in column 1 and item "(f) Directorate General of Posts and Telegraphs" in column 3, for the entry "Deputy Director General (Staff)" in column 5, the entry "Member, Posts and Telegraphs Board" shall be substituted;
 - (ii) against "Posts and Telegraphs Accountants Service" in column 1, for the entry "Deputy Director General (Staff)", wherever it occurs in columns 2, 3 and 5, the entry "Member, Posts and Telegraphs Board" shall be substituted.

[No. F. 7/14/61-Ests.(A).]

New Delhi, the 31st August 1961

S.O. 2125.—In exercise of the powers conferred by the proviso to article 309 of the Constitution, the President hereby makes the following rules further to amend the Central Civil Services (Classification, Control and Appeal) Rules, 1957, namely:—

1. These rules may be called the Central Civil Services (Classification, Control and Appeal) Fourth Amendment Rules, 1961.
2. In Part III of the Schedule to the Central Civil Services (Classification, Control and Appeal) Rules, 1957, against "Posts and Telegraphs Accountants Service" in column 1 the entry "Accounts Officer, Telephone Revenues" in column 3 shall be omitted.

[No. 7/15/61-Ests.(A).]

S.O. 2126.—In pursuance of sub-rule (2) of rule 11, clause (b) of sub-rule (2) of rule 14 and sub-rule (1) of rule 23 of the Central Civil Services (Classification, Control and Appeal) Rules, 1957, the President hereby makes the following amendments in the notification of the Government of India in the Ministry of Home Affairs No. SRO 628, dated the 28th February, 1957, namely:—

In the Schedule to the said notification,—

(1) in Part II, under the heading "Hindi Teaching Organisation", for the existing entries in columns 1 to 5, the following shall be substituted, namely:—

| 1 | 2 | 3 | 4 | 5 |
|-----------------|--|--|-----|--|
| "Teachers | Deputy Secretary, Ministry of Home Affairs. | Deputy Secretary, Ministry of Home Affairs. | All | Joint Secretary, Ministry of Home Affairs. |
| All other posts | Regional Officer, Hindi Teaching Scheme, Ministry of Home Affairs. | Regional Officer, Hindi Teaching Scheme, Ministry of Home Affairs. | All | Deputy Secretary, Ministry of Home Affairs.; |

(2) in Part III, under the heading "Hindi Teaching Organisation", for the existing entries in columns 1 to 5 the following shall be substituted, namely:—

| 1 | 2 | 3 | 4 | 5 |
|-----------|---|---|-----|---|
| All posts | Regional Officer, Hindi Teaching Scheme, Ministry of Home Affairs. | Regional Officer, Hindi Teaching Scheme, Ministry of Home Affairs. | All | Under Secretary, Ministry of Home Affairs." |

[No. F. 15/14/61-VIG.]

T. C. A. RAMANUJACHARI,, Dy. Secy.

New Delhi, the 31st August 1961

S.O. 2127.—In exercise of the powers conferred by entry 3(b) of the table annexed to Schedule I to the Indian Arms Rules, 1951, the Central Government is pleased to specify Maharaj Kumar Nripendra Singhji, fourth son of the ruler of Sarila, for the purposes of that entry, and directs that the exemption shall be valid in respect of one rifle/gun and one pistol/revolver.

[No. 16/6/61-P.IV.]

C. P. S. MENON, Dy. Secy.

MINISTRY OF FINANCE

(Department of Expenditure)

New Delhi, the 1st September 1961

S.O. 2128.—In pursuance of clause (3) of article 77 of the Constitution and of all other powers enabling him in this behalf, the President is pleased to make the following amendment in the Delegation of Financial Powers Rules, 1958, (Published as S.O. 2614 in the Gazette of India, dated the 20th December, 1958), namely:—

Amendment No. 97

In Schedule I to the Rules, under "X-Union Territories, (b) Himachal Pradesh Administration", insert the following:—

"6-Judicial Commissioner, Himachal Pradesh".

(This amendment takes effect from the 28th March, 1961).

[No. 19(9)-E.II(A)/61.]

C. R. KRISHNAMURTHI, Dy. Secy.

(Department of Economic Affairs)

New Delhi, the 31st August, 1961

S.O. 2129.—Statement of the Affairs of the Reserve Bank of India, as on the 25th August, 1961.

BANKING DEPARTMENT

| Liabilities | Rs. | Assets | Rs. |
|--|----------------------|---|----------------------|
| Capital paid up | 5,00,00,000 | Notes | 16,57,07,000 |
| Reserve Fund | 80,00,00,000 | Rupee Coin | 1,19,000 |
| National Agricultural Credit (Long-term Operations) Fund | 50,00,00,000 | Subsidiary Coin | 3,51,000 |
| National Agricultural Credit (Stabilisation) Fund | 6,00,00,000 | Bills Purchased and Discounted :— | |
| | | (a) Internal | .. |
| | | (b) External | .. |
| | | (c) Government Treasury Bills | 13,03,20,000 |
| Deposits :— | | | |
| (a) Government | | | |
| (1) Central Government | 64,59,54,000 | Balances held abroad* | 26,60,95,000 |
| (2) Other Governments | 19,92,78,000 | Loans and Advances to Governments** | 48,75,07,000 |
| (b) Banks | 102,35,73,000 | Other Loans and Advances† | 115,71,14,000 |
| (c) Others | 158,19,26,000 | Investments | 284,51,37,000 |
| Bills Payable | 22,25,87,000 | Other Assets | 16,68,69,000 |
| Other Liabilities | 12,99,01,000 | | |
| RUPEES | 521,92,19,000 | RUPES | 521,92,19,000 |

*Includes Cash & Short-term Securities.

**Includes Temporary Overdrafts to State Governments.

†The item 'Other Loans and Advances' includes Rs. 11,00,000/- advanced to scheduled banks against usance bills under Section 17 (4) (c) of the Reserve Bank of India Act.

Dated the 30th day of August, 1961.

An Account pursuant to the Reserve Bank of India Act, 1934, for the week ended the 25th day of August, 1961

ISSUE DEPARTMENT

| Liabilities | Rs. | Rs. | Assets | Rs. | Rs. |
|--|----------------|----------------|---|---------------|----------------|
| Notes held in the Banking Department . . . | 16,57,07,000 | | A. Gold Coins and Bullion :— | | |
| Notes in circulation . . . | 1877,39,41,000 | | (a) Held in India . . . | 117,76,03,000 | |
| Total Notes issued . . . | | 1893,96,48,000 | (b) Held outside India . . . | .. | |
| | | | Foreign Securities . . . | 116,86,07,000 | |
| | | | TOTAL OF A . . . | | 234,62,10,000 |
| | | | B. Rupee Coins . . . | | 125,78,89,000 |
| | | | Government of India Rupee Securities . . . | | 1533,55,49,000 |
| | | | Internal Bills of Exchange and other commercial paper . . . | | .. |
| TOTAL LIABILITIES . . . | | 1893,96,48,000 | TOTAL ASSETS . . . | | 1893,96,48,000 |

Dated the 30th day of August, 1961.

B. VENKATAPPIAH,
Dy. Governor.

[No. F.3(2)-BC/61.]

A. BAKSI, Jr. Secy.

(Department of Economic Affairs)

New Delhi, the 4th September 1961

S.O. 2130.—In exercise of the powers conferred by sub-section (2) of section 45 of the Banking Companies Act, 1949, the Central Government, after considering an application made by the Reserve Bank of India under sub-section (1) of that section, hereby makes an order of moratorium in respect of the Phaltan Bank Ltd., Phaltan for the period from the 7th September, 1961, to the 6th October, 1961 (both days inclusive) and hereby stays the commencement or continuance of all actions and proceedings against that banking company during the period of moratorium, subject to the condition that such stay shall not in any manner prejudice the exercise by the Central Government of its powers under clause (b) of sub-section (4) of section 35 of the said Act or the exercise by the Reserve Bank of India of its powers under section 38 of the said Act.

2. The Central Government hereby also directs that the Phaltan Bank Ltd., Phaltan may, during the period of moratorium granted to it, make payments in discharge of its liabilities and obligations to the extent and in the manner provided hereunder:—

- (i) a sum not exceeding 10 per cent of the total balance in every savings bank or current account or in any other deposit by whatever name called, provided that the sum total of the amounts paid in respect of the accounts standing in the name of any one person (and not jointly with that of any other person) does not exceed Rs. 150, and provided further that no amount shall be paid to any depositor who is indebted to the bank in any way;
- (ii) the amounts of any drafts or pay orders issued by the said bank and remaining unpaid on the date on which the order of moratorium comes into force;
- (iii) the amounts of the bills received for collection on or before the 6th September, 1961 and realised before, on or after that date;
- (iv) any expenditure which has necessarily to be incurred in connection with any suits or appeals filed by or against or decrees obtained by the said bank or for realising any amounts due to it, provided that if the expenditure in respect of each such suit or appeal or decree or proceeding is in excess of Rs. 250, the permission in writing of the Reserve Bank of India shall be obtained before it is incurred; and
- (v) any expenditure on any other item in so far as it is in the opinion of the banking company necessary for carrying on the day-to-day administration of the banking company, provided that where the total expenditure on any item in any calendar month exceeds the average monthly expenditure on account of that item during the six calendar months preceding the order of moratorium or if no expenditure has been incurred on account of that item in the past exceeds a sum of Rs. 250, the permission in writing of the Reserve Bank of India shall be obtained before the additional expenditure is incurred.

3. The Central Government hereby also directs that the Phaltan Bank Ltd., Phaltan, may during the period of the moratorium granted to it, make the following further payments, namely, the amounts necessary for repaying loans or advances granted against Government securities or other securities to the Phaltan Bank Ltd., Phaltan by the Reserve Bank of India or the State Bank of India or any of its subsidiaries or by any other bank and remaining unpaid on the date on which the order of moratorium comes into force.

4. The Central Government hereby further directs that during the period of moratorium, the Phaltan Bank Ltd., Phaltan shall be permitted to operate its accounts with the Reserve Bank of India or with any other bank for the purposes of making the payments aforesaid provided that nothing in this order shall be deemed to require the Reserve Bank of India or any other bank aforesaid to satisfy itself that the conditions imposed by this order are being observed before any amounts are released in favour of the Phaltan Bank Ltd., Phaltan.

5. The Central Government hereby further directs that the Phaltan Bank Ltd., Phaltan may during the period of moratorium return any bills which have remained unrealised to the persons entitled to receive them on a request being made in this behalf by such persons, if the bank has no right or title to, or interest in, such bills.

8. The Central Government hereby also directs that the Phaltan Bank Ltd., Phaltan may release or deliver goods or securities which may be pledged, hypothecated or mortgaged or otherwise charged to it against any loan, cash credit or overdraft

- (i) in any case in which full payment towards all the amounts due from the borrower or borrowers, as the case may be, has been received by the bank, unconditionally; and
- (ii) in any other case, to such an extent as may be necessary or possible, without reducing the proportions of the margins on the said goods or securities below the stipulated proportions or the proportions which were maintained before the order of moratorium came into force, whichever may be higher.

[No. F. 4(152)-BC/61.]

R. K. SESHADRI, Dy. Secy.

(Department of Revenue)**INCOME-TAX ESTABLISHMENTS***New Delhi, the 1st September 1961*

S.O. 2131.—Consequent on his posting as Income-tax Officer in the charge of the Commissioner of Income-tax, Delhi, the powers conferred on Shri V. K. Johri by the Ministry of Finance (Department of Revenue) notification No. 253-Income-tax Establishments, dated the 7th September, 1959, are hereby withdrawn.

[No. 266.]

S.O. 2132.—In pursuance of clause (b) of Sub-rule (ii) of rule 2 of the Appellate Tribunal Rules, 1946, the Central Government has been pleased to appoint the undermentioned Income-tax Officers, as Authorised Representative/Junior Authorised Representative, Income-tax Appellate Tribunal, Delhi, with effect from the dates noted against them, to appear, plead and act for any Income-tax authority who is a party to any proceedings before the Income-tax Appellate Tribunal:—

| Sl. No. | Name of I. T. O. | Appointed as | Date of appointment |
|---------|--------------------|---|---------------------|
| 1 | Shri T. S. Kasturi | Authorised Representative, Income-tax Appellate Tribunal, Delhi. | 7-7-1961 (F.N.) |
| 2 | Shri S. R. Vaish | Do. | 1-7-61 (F.N.) |
| 3 | Shri R. C. Khiwani | Junior Authorised Representative, Income-tax Appellate Tribunal, Delhi. | 10-7-1961 (A.N.) |
| 4 | Shri L. C. Gupta | Do. | 1-7-1961 (F.N.) |
| 5 | Shri B. R. Bhatia | Do. | 1-7-1961 (F.N.) |

[No. 267.]

D. SUBRAMANIAM, Dy. Secy.

(Department of Revenue)**ESTATE DUTY****CORRIGENDUM***New Delhi, the 29th August 1961*

S.O. 2133.—In the Ministry of Finance (Department of Revenue) Notification S.O. 1672, dated the 12th July, 1961, appearing on pages 1634 and 1635 of the

Gazette of India, dated the 22nd July, 1961, Part II, Section 3, Sub-section (ii), the following corrections shall be made, namely:—

| On page | Against S. No. | for | Read |
|---|----------------|-------------|-------------|
| I. ENGINEERS/SURVEYORS/ARCHITECTS. | | | |
| 1634 | 1 | Calcutta-60 | Calcutta-6 |
| 1634 | 3 | Accountants | Architects. |
| 1634 | 7 | Triuvella | Tiruvella |

[No. 56/F. No. 5/16/61-ED.];

M. B. PALEKAR, Dy. Secy.

CENTRAL BOARD OF REVENUE

INCOME-TAX

New Delhi, the 29th August 1961

S.O. 2134.—In exercise of the powers conferred by sub-section (2) of Section 3 of the Indian Income-tax Act, 1922 (11 of 1922) and in partial modification of all previous notifications on the subject the Central Board of Revenue hereby directs that with effect from 5th July, 1961 (afternoon) Shri H. P. Sharma, a Commissioner of Income-tax, shall perform all the functions of Commissioner of Income-tax in respect of such areas or of such persons or classes of persons or such incomes or classes of income or such cases or classes of cases as are comprised in the Income-tax Circles, Wards or Districts in the State of West Bengal and the Union Territory of Andaman and Nicobar Islands as specified below:—

1. Companies District I, Calcutta.
2. Companies District III, Calcutta.
3. Midnapur.
4. Asansol.
5. Refund Circle, Calcutta.
6. Howrah.
7. 24-Parganas.
8. Burdwan-Birbhum.
9. Jalpaiguri.
10. Special Survey Circle VIII, Calcutta.
11. District VI, Calcutta.
12. District III(1), Calcutta.
13. Murshidabad-Nadia.
14. Hoogly.
15. Darjeeling Circle, Siliguri.
16. Cinema Circle I.
17. District III-A, Calcutta.
18. Central Salaries Circle, Calcutta.
19. Special Survey Circle VII, Calcutta.
20. Non-Companies (Income-tax cum Excess Profits Tax) District I, Calcutta.
21. District II(2), Calcutta.
22. Foreign Section, Calcutta.
23. Cooch-Bihar.
24. West Dinajpur-Malda.
25. Estate Duty cum Income-tax Circle, Calcutta.
26. Estate Duty cum Income-tax Circle (Mofussil), Calcutta.
27. Estate Duty cum Income-tax Circle, Jalpaiguri.
28. Bankura-Purulia, Purulia.

29. District III(3), Calcutta.

30. Project Circle I.

Provided that he shall also perform his functions in respect of such persons or of such cases as have been or may be assigned by the Central Board of Revenue to any Income-tax Authority subordinate to him:

Provided further that he shall not perform his functions in respect of such persons or such cases as have been or may be assigned to any Income-tax Authority outside his jurisdictional area.

While performing the said functions the said Shri H. P. Sharma shall be designated as the Commissioner of Income-tax, West Bengal with headquarters at Calcutta.

Explanatory Note

NOTE.—The amendments have become necessary due to a change in the incumbent of Commissioner's post.

(The above note does not form a part of the notification but is intended to be merely clarificatory).

[No. 58 (F. No. 55/1/61-IT).]

S.O. 2135.—In exercise of the powers conferred by sub-section (2) of Section 5 of the Indian Income-tax Act, 1922 (11 of 1922) and in partial modification of all previous notifications on the subject the Central Board of Revenue hereby directs that with effect from 24th July, 1961 (forenoon) Shri P. T. Ranadive, a Commissioner of Income-tax, shall perform all the functions of Commissioner of Income-tax in respect of such areas or of such persons or classes of persons or such incomes or classes of incomes or such cases or classes of cases as are comprised in the Income-tax Circles, Wards or Districts in the State of West Bengal and the Union Territory of Andaman and Nicobar Islands as specified below:—

1. Companies District I, Calcutta.
2. Companies District III, Calcutta.
3. Midnapur.
4. Asansol.
5. Refund Circle, Calcutta.
6. Howrah.
7. 24-Parganas.
8. Burdwan-Birbhum.
9. Jalpaiguri.
10. Special Survey Circle VIII, Calcutta.
11. District VI, Calcutta.
12. District III(I), Calcutta.
13. Murshidabad-Nadia.
14. Hoogly.
15. Darjeeling Circle, Siliguri.
16. Cinema Circle I.
17. District III-A, Calcutta.
18. Central Salaries Circle, Calcutta.
19. Special Survey Circle VII, Calcutta.
20. Non-Companies (Income-tax cum Excess Profits Tax) District I, Calcutta.
21. District II(2), Calcutta.
22. Foreign Section, Calcutta.
23. Cooch-Bihar.
24. West Dinajpur-Malda.
25. Estate Duty cum Income-tax Circle, Calcutta.
26. Estate Duty cum Income-tax Circle (Mofussil), Calcutta.
27. Estate Duty cum Income-tax Circle, Jalpaiguri.
28. Bankura-Purulia, Purulia.

29. District III(3), Calcutta.

30. Project Circle I.

Provided that he shall also perform his functions in respect of such persons or of such cases as have been or may be assigned by the Central Board of Revenue to any Income-tax Authority subordinate to him:

Provided further that he shall not perform his functions in respect of such persons or such cases as have been or may be assigned to any Income-tax Authority outside his jurisdictional area.

While performing the said functions the said Shri Ranadive shall be designated as the Commissioner of Income-tax, West Bengal with headquarters at Calcutta.

Explanatory Note

NOTE.—The amendments have become necessary due to a change in the incumbent of Commissioner's post.

(The above note does not form a part of the notification but is intended to be merely clarificatory).

[No. 59 (F. No. 55/1/61-IT).]

New Delhi, the 5th September 1961

S.O. 2136.—In exercise of the powers conferred by sub-section (4) of Section 5 of the Indian Income-tax Act, 1922 (11 of 1922), the Central Board of Revenue hereby makes the following amendments in the Schedule appended to its notification S.O. 660 No. 35-Income-tax dated the 22nd April, 1958:—

In the said Schedule under the sub-head "V-Gujarat" against:—

Baroda Range I: The existing entry "(1) Special Circle, Baroda and (2) Wards A, C, D and H Baroda" shall be deleted and the following entry shall be substituted, namely:—

"1. Circle I, Baroda".

The existing entries at Serial Nos. 3 and 4 shall be renumbered as Nos. 2 and 3 respectively.

Baroda Range II: The existing entry (1) "Baroda Circle excepting Wards A, C, D and H Baroda" shall be deleted and the following entry shall be substituted, namely:—

"(1) Circle II, Baroda".

Surat Range: For the existing entry (1) "Surat Circle" the following entries shall be substituted, namely:—

"1. Circle I, Surat.

2. Circle II, Surat."

The existing entry at Serial No. 2 shall be renumbered as Serial No. 3.

Explanatory Note

Note.—The amendments have become necessary on account of the creation of new Income-tax Circles and the abolition of some existing circles in the charge of the Commissioner of Income-tax, Gujarat.

(The above note does not form a part of the notification but is intended to be merely clarificatory).

[No. 60 (F. No. 56/6/60-IT).]

S.O. 2137.—In exercise of the powers conferred by sub-section (4) of Section 5 of the Indian Income-tax Act, 1922 (11 of 1922), the Central Board of Revenue hereby makes the following further amendments in the Schedule appended to its Notification S.O. 660 No. 35 dated the 22nd April, 1958, namely:—

In the said Schedule under the sub-head "XIV-Uttar Pradesh" against:—

Allahabad: The existing entry "3-Faizabad" shall be deleted and the subsequent entries shall be renumbered as "3 and 4".

Moradabad: After the existing entry "2-Rampur" the following shall be added, namely:—

"3-Najibabad and 4-Bulandshahr".

Dehradun: The existing entries "4-Najibabad and 5-Bulandshahr" shall be deleted.

Meerut: The existing entry "4-M.C., Meerut" shall be substituted as "4-Salary Circle, Meerut".

Kanpur Range I: After the existing entry "4-E.P.T. Circle, Kanpur" the following shall be added, namely:—

"5-Etawah and 6-Faizabad".

Kanpur Range III: After the existing entry "6-Sitapur" the following shall be added, namely:—

"7-Banda".

These amendments shall come into effect from the 11th September 1961.

Explanatory Note

Note—The amendments have become necessary on account of the reorganisation of the Appellate Assistant Commissioners' Ranges in the Charge of the Commissioner of Income-tax, Uttar Pradesh.

(The above note does not form a part of the notification but is intended to be merely clarificatory).

[No. 61 (F. No. 50/15/61-IT).]

D. V. JUNNARKAR, Under Secy.

CUSTOMS

New Delhi, the 9th September 1961

S.O. 2138.—In exercise of the powers conferred by Section 9 of the Sea Customs Act, 1878 (8 of 1878), the Central Board of Revenue hereby makes the following rules to amend the Kandla (Limitation of Powers and Duties) Rules, 1961 published with the notification of the Central Board of Revenue No. S.O. 555, dated the 18th March, 1961, namely:—

1. These rules may be called the Kandla (Limitation of Powers and Duties) Amendment Rules, 1961.

2. In the Kandla (Limitation of Powers and Duties) Rules, 1961, in rule 1, for the brackets and words "(Limitation of Powers and Duties)", the brackets and words "(Limitation of Powers and Duties of Customs Officers)" shall be substituted.

[No. 53/F. No. 22/6/59-Cus.IV.]

L. S. MARTHANDAM, Under Secy.

OFFICE OF THE COLLECTOR OF CUSTOMS AND CENTRAL EXCISE, PONDICHERY

CENTRAL EXCISE

Pondicherry, the 10th August 1961

S.O. 2139.—In exercise of the powers conferred on me under Rule 5 of the Central Excise Rules, 1944, I hereby delegate to the Superintendent of Central Excise, Pondicherry the powers of the Collector under proviso (a) to Rule 145 of the said rules.

[No. 1/61.]

Pondicherry, the 11th August 1961

SUBJECT:—Central Excise—Sugar—Rule 50 of the Central Excise Rules, 1944—Issue of intermediate or residual products—Regarding—

S.O. 2140.—The Central Excise Notification No. 2/60, dated the 31st August, 1960 issued from this Collectorate is hereby cancelled.

[No. 2/61.]

A. J. B. LOBO, Collector.

MINISTRY OF COMMERCE & INDUSTRY

New Delhi, the 26th August 1961

S.O. 2141.—In exercise of the powers conferred by section 10 of the Khadi and Village Industries Commission Act, 1956 (61 of 1956), the Central Government hereby appoints Shri Naba Krushna Chaudhari, as member of the Khadi and Village Industries Board upto 31st March, 1963.

[No. 4(10)/60-KVE.]

A. VISVANATH, Dy. Secy.

New Delhi, the 30th August 1961

S.O. 2142.—In exercise of the powers conferred by sub-section (3) of section 1 of the Standards of Weights and Measures Act, 1956 (89 of 1956), the Central Government hereby appoints the 1st day of October, 1961, as the date on which the provisions of the said Act, in so far as they relate to units of capacity, shall come into force in the areas specified in column 2 of the Table below in the State or Union Territory specified in the corresponding entry in column 1 thereof, except in those classes of undertakings or those classes of goods in respect of which, the said provisions have already come into force.

TABLE

| <i>State or Union Territory</i> | <i>Areas in which Metric Units of Capacity are introduced</i> |
|---------------------------------|---|
| I | 2 |
| Andhra Pradesh | East Godavari, West Godavari, Khammam, Mahboob Nagar and Nalgonda. |
| Assam | Goalpara District, Kamrup District (except Gauhati municipal area), Darrang District, Sibsagar District, Lakhimpur District, Cachar District, and all District and sub-divisional headquarter towns. |
| Gujarat | Municipal Towns, governed by the Borough Municipal Acts. |
| Kerala | Quilon, Ernakulam and Kozhikode districts. |
| Madras | Districts of Salem, Thanjavur, Tiruchirapalli, and Ramanathapuram. |
| Maharashtra | Municipal areas of Thana, Panvel, Ratnagiri, Nasik, Jalgaon, Dhulia, Satara, Sangli, Ahmednagar, Osmanabad, Bhir, Parbhani, Nanded, Buldhana, Chanda and Bhandara. |
| Mysore | Belgaum Dt., Bijapur Dt., North Canara Dt., Shimoga Dt., Hassan Dt., Mangalore (South Canara) D. Chikmagalur Dt., Coorg Dt.. |
| Orissa | (a) The Municipal area of Jajpur, Kendrapara, Puri, Balasore, Baripada, Bargarh, Deogarh, Keonjhar, Dhenkanal, Bolangir, Sonepur, Sundergarh, Parlakhemidi, Jeypur, Bhawanipatna of the State of Orissa ; and (b) the notified area council of Bhubaneswar, Nayagarh, Khurda, Bhadrak, Rairangpur, Angul, Talcher, Titlagarh, Kantabhanji, Rourkela, Rajgangpur, Biramitrapur, Chatrapur, Bhanjanagar, Koraput, Rayagada, Nawarangpur of the State of Orissa and the following Gram Panchayats areas of the State. |

(c) Grampanchayat areas

District

| | |
|---------------------------|----------------|
| Nizgard Athgarh | Cuttack |
| Nizgard Nilgiri | Balasore |
| Kuchinda | Sambalpur |
| Rampur | Sambalpur |
| Kamakhyangar | Dhenkanal |
| Kaintaragarh | Dhenkanal |
| Nizgarh Hindol | Dhenkanal |
| Champua | Keonjhar |
| Anandpur | Keonjhar |
| Phulbani | Boud-Phulbani |
| Balligada | Boud-Phulbani |
| Boudh | Boud-Phulbani* |
| Patnagarh | Bolangir |
| Bonaigarh | Sundargarh |
| Nawapara | Kalahandi |
| Dharmagarh | Kalahandi |
| Kaptipada | Mayurbhanj |

Rajasthan Alwar, Tonk, Sawai-Madhopur, Sikar, Nagaur, Bhilwara, Pali, Sri Ganganagar, Barmer, Jhajawar, Bundi, and Bharatpur.

UNION TERRITORIES

Himachal Pradesh Municipal area of Solan Town (Mahasu Dist.)
Municipal area of Chamba Town (Chamla Dist.)
Municipal Area of Bilaspur Town (Bilaspur Dist.)

Manipur Imphal East and West Tahsils, Thoubal Sub-Division
and Bishenpur Sub-Division.

[No. S.M.C-15(9)/61/1.]

S.O. 2143.—In exercise of the powers conferred by section 14 of the Standards of Weights and Measures Act, 1956 (89 of 1956), the Central Government hereby permits, in respect of the areas referred to in the Notification of the Government of India, in the Ministry of Commerce and Industry S.O. 2142 dated the 30th August, 1961, the continuance of the use for a period of one year from the 1st day of October, 1961 of any unit of capacity which immediately before that date was in use in respect of the said areas.

[No. SMC-15(9)/61/2.]

New Delhi, the 31st August, 1961.

S.O. 2144.—In exercise of the powers conferred by sub-section (3) of section 1 of the Standards of Weights and Measures Act, 1956 (89 of 1956), the Central Government hereby appoints the 1st day of October, 1961 as the date on which the provisions of the said Act, in so far as they relate to units of mass, shall come into force in the whole of India except the State of Jammu and Kashmir and except in those classes of undertakings or those classes of goods in respect of which the said provisions have already come into force.

[No. S.M.C-15(41)/60/1.]

S.O. 2145.—In exercise of the powers conferred by section 14 of the Standards of Weights and Measures Act, 1956 (89 of 1956), the Central Government hereby permits the continuance of the use for a period of 6 months from the 1st day of October, 1961 of any unit of weight which immediately before that date were in use in respect of the areas referred to in the Notification of the Government of India in the Ministry of Commerce and Industry S.O. 2144, dated the 31st August, 1961.

[No. S.M.C-15(41)/60/2.]

S.O. 2146.—In exercise of the powers conferred by sub-section (3) of section 1 of the Standards of Weights and Measures Act, 1956 (89 of 1956), the Central Government hereby makes the following amendment in the Notification of the Government of India in the Ministry of Commerce and Industry S.O. No. 984, dated the 28th April, 1961.

In the Table to the said notification, in the entries in the second column against 'Madhya Pradesh' in the first column, for the word 'Bhopal' the word 'Sehore' shall be substituted.

[No. SMC-15(9)/61.]

K. V. VENKATACHALAM, Joint Secy.

ORDERS

New Delhi, the 29th August 1961

S.O. 2147/IDRA/6/16.—In exercise of the powers conferred by section 6 of the Industries (Development and Regulation) Act, 1951 (65 of 1951), the Central Government hereby appoints the following persons to be members of the Development Council established by the Order of the Government of India in the Ministry of Commerce and Industry No. S.O. 771 dated the 4th April, 1961 for the scheduled industries engaged in the manufacture or production of Automobiles, Automobile Ancillary Industries and Transport Vehicle Industries till the 4th April, 1963 and directs that the following amendments shall be made in the said Order, namely:—

(a) In paragraph 1 of the said Order after entry No. 21 relating to Shri R. K. Sethi, the following entries shall be inserted:—

- | | |
|--|---------------------|
| "21A. Shri K. Srinivasan, Deputy Secretary, Ministry of Transport & Communication (Department of Transport), New Delhi. | Technical Knowledge |
| "21B. Shri A. D. Bohra, Director (Ancillary), Office of the Development Commissioner, Small Scale Industries, Udyog Bhavan, New Delhi. | Technical Knowledge |

(b) In paragraph 1 of the said Order after entry No. 23 relating to Shri Surendra Nath, the following entry shall be inserted, namely:—

- | | |
|---|-----------|
| "23A. Shri R. K. Basu, Chief Engineer, Roadways Central Workshop, Kanpur. | Consumers |
|---|-----------|

In this Ministry's Order No. S.O. 758 dated the 4th April, 1959 as amended from time to time, entry No. 15D relating to Shri D. D. Suri shall be deleted.

[No. 1(10)IA(IV)/60.]

New Delhi, the 30th August, 1961

S.O. 2148/IDRA/6/12.—In exercise of the powers conferred by section 6 of the Industries (Development and Regulation) Act, 1951 (65 of 1951), the Central Government hereby appoints "The Secretary, Sheep Breeders' Association, Rajasthan State, Jaipur" to be a member of the Development Council established by the Order of the Government of India, in the Ministry of Commerce and Industry S.O. No. 482 dated the 18th February, 1960 for the scheduled industries engaged in the manufacture and production of textiles made of wool including woollen yarn, hosiery, carpets and druggets, till the 17th February, 1962, and directs that the following amendment shall be made in the said Order, namely:—

In paragraph 1 of the said Order after entry No. 16B relating to Shri Satish Chander Mahajan, the following entry shall be inserted, namely:—

- | | | |
|---|-----------|--------|
| "16C. The Secretary, Sheep Breeders Association, Rajasthan State, Jaipur. | Consumers | Member |
|---|-----------|--------|

[No. 4(31)IA(IV)/59.]

J. S. BAKHSI, Under Secy.

ORDER

New Delhi, the 30th August 1961

S.O. 2149.—In exercise of the powers conferred on me under Clause 3 of the Motor Cars (Distribution and Sale) Control Order, 1959 and in modification of para (ii) of S.O. 1390, dated the 10th June 1959, I hereby make the following order, namely:—

The 1956/1957 pattern of distribution of cars in different States each quarter as described in para (ii) of S.O. 1390 of the 10th June, 1959 shall be applicable to the production of each manufacturer only to the extent of the average quarterly production during 1959. The production in excess of this level each quarter shall be distributed by each manufacturer to the different centres in the country, at their discretion, taking special circumstances into consideration such as the pendency and volume of orders with the dealers, the peculiar needs of regions where the take off was comparatively very low in the past but which have developed or are now developing industrially and/or commercially etc.

2. This Order will take effect from the 1st September, 1961.

[No. A.E.Ind.1(194)/60.]

R. V. RAMAN,
Controller of Motor Cars.

TEA CONTROL

New Delhi, the 29th August 1961

S.O. 2150.—Shri A. Saha, an officiating Cost Accounts Officer in the Ministry of Finance, who is on deputation to the Tea Board, Calcutta, has been granted earned leave for 60 days with effect from the 17th July, 1961, with permission to prefix to his leave Sunday, the 16th July 1961. The services of Shri A. Saha are replaced at the disposal of the Ministry of Finance on the expiry of the leave.

[No. 1(38)Plant(A)/57.]

B. N. SWARUP, Dy. Secy.

(Office of the Jt. Chief Controller of Imports & Exports)

NOTICE

Bombay, the 6th June, 1961

S.O. 2151.—It is hereby notified that in exercise of the powers conferred by Clause 9(a) of the Imports (Control) Order 1955, the Government of India, in the Ministry of Commerce & Industry propose to cancel the following licences which were obtained by misrepresentation by suppressing the fact that the firm was not functioning at the given address viz. at 5, Bansilal Bldg., Opera House Tram Terminus, Bombay-4:—

| Serial No. | Licence No. & Date | Value in Rs. | Description of goods | I. T. C. S. No. | Area |
|------------|--------------------------|--------------|--|-----------------|--------|
| 1 | E. 460115 Dt. 2-7-60 | 500 | Iron & Steel Bolts & Nuts | 22-B-1 | S.C.A. |
| 2 | E. 460091 Dt. 2-7-60 | 1,000 | Taper Roller Bearings | 19-3-I-II | Do. |
| 3 | E. 460092 Dt. 2-7-60 | 250 | Ball Bearings above 1" in Bore. | 19-I-III-II | Do. |
| 4 | E. 460093 Dt. 2-7-60. | 500 | Ball Bearings above 1" in Bore. | 19-I-IV-II | Do. |
| 5 | E. 460094 Dt. 2-7-60 | 500 | Components Parts of Taper Roller Bearings. | 19-3-II-II | Do. |
| 6 | E. 460095 Dt. 2-7-60 | 500 | Ball Bearings of 1" in Bore. | 19-I-I-II | Do. |

granted by the Joint Chief Controller of Imports & Exports, Nou Bhavan, Nicol Road, Ballard Estate, Bombay to M/s. Himat Brothers, 5, Bansilal Bldg., Opera House Tram Terminus, Bombay-4 unless sufficient cause against this is furnished to the Deputy Chief Controller of Imports & Exports, Nou Bhavan, Nicol Road, Ballard Estate, Bombay-1 within 10 days of the issue of this Notice by the said M/s. Himat Brothers, Bombay or any Bank or any other party who may be interested in them.

In view of what is stated above, M/s. Himat Brothers, Bombay-4 or any Bank or any other party who may be interested in the aforesaid licences are hereby directed not to enter into any commitments against the said licences.

[No. C-3/60/CDN.II.]

R. R. KIRPALANI,
Dy. Chief Controller of Imports and Exports.

(Office of the Deputy Chief Controller of Imports and Exports,
Central Licensing Area)

ORDER.

New Delhi, the 8th February, 1961

S.O. 2152.—Whereas M/s. Hind Commercial Corporation, 7/35, Daryaganj, Delhi-6, furnished their cause, against Notice No. 22-31-V/34/2-59/CLA-IX, dated the 6th May, 1960, proposing to cancel *inter alia* the licence No. E. 636293|59|EI|CCI/D., dated 23rd January, 1960, valued Rs. 750, for import of Chemicals N.O.S. from Soft Currency Area, granted by the Deputy Chief Controller of Imports and Exports, New Delhi, which was not considered as sufficient, Government of India in the Ministry of Commerce and Industry, in exercise of the powers conferred by clause 9 of the Imports (Control) Order 1955, hereby cancel Import Licence No. E. 636293|59|EI|CCI/D dated 23rd January, 1960, valued at Rs. 750 for import of Chemicals N.O.S. from Soft Currency Area issued to the said M/s. Hind Commercial Corporation, 7/35, Darya Ganj, Delhi-7.

[No. Genl./29/2-60/Pol/CLA.]

RAM MURTI SHARMA,
Dy. Chief Controller of Imports and Exports.

(Indian Standards Institution)

New Delhi, the 28th August 1961

S.O. 2153.—In modification of the marking fee for Synthetic Enamelled Wire, notified in the Schedule annexed to the Ministry of Commerce and Industry (Indian Standards Institution), Notification No. S.O. 280 dated the 24th January 1961 published in the Gazette of India, Part II—Section 3—Sub-section (ii) dated 4th February 1961, the Indian Standards Institution hereby notifies that the marking fee per unit for Synthetic Enamelled Wire, details of which are given in the Schedule hereto annexed, has been revised. The revised rate of marking fee shall come into effect from 15th September 1961.

THE SCHEDULE

| Serial No. | Product/Class of products | No. and Title of Relevant Indian Standard | Unit | Marking Fee per Unit as revised |
|------------|---------------------------|--|------------------|--|
| 1. | Synthetic Enamelled Wire. | IS : 1595-1960 Specification for Enamelled High Conductivity Annealed Round Copper wire (Synthetic Enamel) | One Metric Tonne | Rs. 10.00 per unit for the first 250 units or less with a minimum of Rs. 2,500.00 for production during a calendar year; Rs. 5.00 per unit for the next 500 units; Rs. 2.00 per unit for the 751st units and over. |

[No. MD/18:2]

New Delhi, the 1st September 1961

S.O. 2154.—In pursuance of sub-regulations (2) and (3) of regulation 3 of the Indian Standards Institution (Certification Marks) Regulations, 1955, the Indian Standards Institution hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereinafter annexed, have been established during the period 16th August to 31st August 1961.

THE SCHEDULE

| Sl. No. | No. and Title of the Indian Standard established | No. and Title of the Indian Standard or Standards, if any, superseded by the new Indian Standard | Brief Particulars |
|---------|--|--|--|
| 1 | 2 | 3 | 4 |
| 1 | IS:845-1961 Specification for Swage Blocks and Stands. | .. | This standard covers the requirements for material, dimensions and testing of swage blocks and stands (Price Rs. 2.00). |
| 2 | IS:1767-1961 Specification for Dicalcium Phosphate for Dentifrice. | .. | This standard prescribes the requirements and the methods of test for dicalcium phosphate for dentifrice (Price Rs. 4.00). |
| 3 | IS:1770-1961 Specification for Chuttas (Country Cheroots). | .. | This standard prescribes the requirements and the methods of test for chuttas (country cheroots) made from tobacco, grown and processed in India (Price Rs. 4.00). |
| 4 | IS:1771-1961 Specification for Industrial Silver Plating. | .. | This standard prescribes the requirements and the methods of test for silver plating on metallic surfaces for engineering and industrial purposes, particularly in the electrical, electronics and associated industries (Price Rs. 3.50). |
| 5 | IS:1784-1961 Specification for Screwed Closures for Drums. | .. | This standard prescribes the requirements and methods of test for the screwed closures used on drums (Price Rs. 2.50). |
| 6 | IS:1787-1961 Layout for Regulated Market Yards for Fruits and Vegetables. | .. | This standard covers the layouts and the requirements for regulated market yards for fruits and vegetables (Price Rs. 3.00). |
| 7 | IS:1788-1961 Layout for Regulated Market Yards for Cattle. | .. | This standard covers the layouts and the requirements for regulated market yards for cattle (Price Rs. 2.50). |
| 8 | IS:1805-1961 Glossary of Terms Relating to Building Stones : Occurrence, Quarrying and Dressing. | .. | This glossary covers terms relating to occurrence (including names, classification and description), quarrying and dressing of natural stone used in building construction (Price Rs. 4.50). |

| 1 | 2 | 3 | 4 |
|----|---|----|---|
| 9 | IS:1810-1961 Method for vickers Hardness Test for Light Metals and Their Alloys. | .. | This standard prescribes the method of conducting Vickers hardness test for light metals and their alloys (Price Rs. 1.50). |
| 10 | IS:1811-1961 Method of Sampling Foundry Sands. | .. | This standard lays down the procedure to be followed in preparing samples from a bulk of sand in order to determine the properties of the sand sampled. Sampling of sand in quarries, in foundries and from consignments have been considered separately (Price Rs. 3.00). |
| 11 | IS:1813-1961 Code of Practice for Treatment of Water for Marine Boilers. | .. | This standard lays down the methods to be adopted for treatment of Water for marine boilers (Price Rs. 3.00). |
| 12 | IS:1816-1961 Method for Tensile Test for Light Metals and their Alloys. | .. | This standard prescribes the method of conducting tensile test on light metals and their alloys and applied to wrought products of diameter or thickness of 0.2 mm or greater and to castings. For the tensile testing of certain products, such as, foils or wires of small diameter, special methods are required and for tubes special test pieces (Price Rs. 2.00). |
| 13 | IS:1819-1961 Recommendations for General Requirements of Public Address Amplifiers. | .. | This standard prescribes the general mechanical and electrical requirements and other features of public address amplifiers (Price Rs. 1.50). |
| 14 | IS:1823-1961 Specification for Floor Door Stoppers. | .. | This standard lays down the requirements regarding material, shape, dimensions, manufacture, workmanship, finish and marking for door stoppers suitable for use with door shutters of 30, 35, 40 and 45 mm thickness (Price Rs. 1.50). |

Copies of these Indian Standards are available, for sale, with the Indian Standards Institution, "Manak Bhavan", 9 Mathura Road, New Delhi-1, and also at its Branch Offices at (i) 232 Dr. Dadabhoy Naroji Road, Fort, Bombay-1, (ii) Third Floor, 11 Sooterkin Street, Calcutta-13, (iii) 2/21 First Line Beach, Madras-1, and (iv) 14/69 Civil Lines, Kanpur.

[No. MD/13:2]

S.O. 2155.—In pursuance of sub-regulation (1) of regulation 5 of the Indian Standards Institution (Certification Marks) Regulations, 1955, the Indian Standards Institution hereby notifies that the Indian Standards particulars of which are given in the Schedule hereto annexed have been cancelled :

THE SCHEDULE

| Sl. No. | No. and Title of the Indian Standard cancelled | No. and date of Gazette Notification in which establishment of the Indian Standard was notified. |
|---------|---|--|
| 1 | 2 | 3 |
| 1 | IS:372-1952 Specification for Manganese Ore-Battery Grade (<i>Tentative</i>) | S. R. O. 658 dated 26-3-55 |
| 2 | IS:373-1952 Specification for Manganese Ore-Metallurgical Grade (<i>Tentative</i>). | Do. |

[No. MD/13:7]
C. N. MODAWAL,
Deputy Director (Marks).

MINISTRY OF STEEL, MINES & FUEL**(Department of Mines & Fuel)***New Delhi, the 30th August 1961*

S.O. 2156.—Whereas by the notification of the Government of India in the Department of Mines and Fuel (Ministry of Steel, Mines and Fuel) S.O. No. 1927, dated the 28th July, 1960 under sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) the Central Government gave notice of its intention to prospect for coal in the lands in the locality specified in the Schedule appended to that notification;

And whereas the Central Government is satisfied that coal is obtainable in the whole or any part of the said lands;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 7 of the said Act, the Central Government hereby gives notice of its intention to acquire—

- (a) the lands measuring 778.45 acres described in Schedule 'A' appended hereto; and
- (b) the rights to mine, quarry, bore, dig and search for, win, work and carry away minerals in the lands measuring 625.73 acres described in Schedule 'B' appended hereto.

The plans of the area covered by this notification may be inspected in the office of the Deputy Commissioner, Dhanbad (Bihar) or in the office of the Coal Controller, 1, Council House Street, Calcutta or in the office of the National Coal Development Corporation Ltd. (Revenue Section), Darbhanga House, Ranchi.

Any person interested in the aforesaid land may within 30 days of the issue of this notification, file objection to the acquisition of the whole or any part of the lands or of any rights in or over such lands to the Coal Controller 1, Council House Street, Calcutta.

SCHEDULE 'A'*Drg. No. Rev/129/61**dated 3-7-61.**(Showing lands to be acquired).**(Sudamdih Block)***SUB-BLOCK I****'All Rights'**

| Serial No. | Village | Thana | Thana No. | District | Area in acres | Remarks |
|------------|----------|--------|-----------|----------|---------------|-----------------|
| 1 | Sawardih | Jharua | 161 | Dhanbad | 126.65 | Part |
| 2 | Sutikdih | " | 163 | " | 73.10 | " |
| 3 | Sudamdih | " | 164 | " | 33.30 | " |
| TOTAL | | | | | 233.05 Acres | (Approximately) |

Plot Nos. to be acquired in village Sawardih:—

1 to 127, 154, 155, 156, 157, 158, 159, 160, 161, 162 and 163.

Plot Nos. to be acquired in village Sutikdih:—

1 to 115, 189, 190, 191, 192, 193 and 194.

Plot Nos. to be acquired in village Sudamdih:—

1 to 9

Boundary Description:

- 1—2 line passes along the Northern boundary of the villages Sawardih, Sutikdih and Sudamdih.
 2—3 line passes along the Western boundary of the Railway (through village Sudamdih).
 3—4 line passes along the Northern boundary of the Railway (through villages Sudamdih Sutikdih and Sawardih).
 4—1 line passes along the (Part) Western boundary of village Sawardih (along Nala).

SUB-BLOCK-II

'All Rights'

| Serial No. | Village | Thana | Thana No. | District | Area in acres | Remarks |
|---------------|------------------|--------|-----------|----------|---------------|-----------------|
| 1 | Sawardih | Jharla | 161 | Dhanbad | 115.25 | Part |
| 2 | Sutikdih | " | 163 | " | 172.80 | " |
| 3 | Sudamdih | " | 164 | " | 229.00 | " |
| TOTAL | | | | | 517.05 Acres | (Approximately) |

Plot Nos. to be acquired in village Sawardih:—

129 to 150, 152 and 153.

Plot Nos. to be acquired in village Sutikdih:—

118 to 188 and one un-numbered Plot surrounded by Plot Nos. 128, 129, 137 and 144.

Plot Nos. to be acquired in village Sudamdih:—

13 to 370, 372, 373, 374, 375, 376, 377, 380, 385 to 392 and one un-numbered Plot (Road) surrounded by Plot Nos. 13, 376, 27, 32, 33, 46, 53, 54, 56, 57, 58, 61 and 62.

Boundary Description:

- 5—6 line passes along the Southern boundary of the Railway through villages Sawardih, Sutikdih, Sudamdih and through River Damodar.
 6—6/1 line passes along the Western boundary of the Railway through village Sudamdih.
 6/1—7 line passes along the Southern bank of River Damodar.
 7—5 line passes along the (Part) Western boundary of village Sawardih.

SUB-BLOCK III

'All Rights'

| Serial No. | Village | Thana | Thana No. | District | Area in acres | Remarks |
|---------------|------------------|--------|-----------|----------|---------------|-----------------|
| 1 | Sudamdih | Jharla | 164 | Dhanbad | 4.75 | Part |
| TOTAL | | | | | 4.75 Acres | (Approximately) |

Plot No. to be acquired in village Sudamdih:—
383.

Boundary Description:

- 8—9 line passes along the (Part) Northern boundary of village Sudamdih.
9—10 line passes along the (Part) Eastern boundary of village Sudamdih.
10—8 line passes along the Eastern boundary of the Railway (through village Sudamdih).

SUB-BLOCK IV

'All Rights'

| Serial No. | Village | Thana | Thana No. | District | Area in acres | Remarks |
|------------|----------|--------|-----------|----------|------------------------------|---------|
| 1 | Sudamdih | Jharia | 164 | Dhanbad | 23.60 | Part |
| TOTAL | | | | | 23.60 Acres (Approximately). | |

Plot Nos. to be acquired in village Sudamdih:—
371 and 382.

Boundary Description:

- 11—12 line passes along the (Part) Eastern boundary of village Sudamdih.
12—13 line passes along the (Part) Eastern boundary of village Sudamdih (through River Damodar).
13—14 line passes along the Southern bank of River Damodar.
14—14/1 line passes along the Eastern boundary of the Railway (through River Damodar).
14/1—11 line passes along the Eastern boundary of the Railway (through village Sudamdih).

SCHEDULE 'B'
(SUB-BLOCK-V)

Drg. No. Rev/129/61

dated 3-7-61.

(Showing the lands where rights to mine, quarry, bore, dig and search for, win, work and carry away minerals are to be acquired.)

'Mining Rights'

| Serial No. | Village | Thana | Thana No. | District | Area in acres | Remarks |
|------------|-----------|--------|-----------|----------|------------------------------|---------|
| 1 | Sawardih | Jharia | 161 | Dhanbad | 15.75 | Part |
| 2 | Sutikdih | " | 163 | " | 16.70 | " |
| 3 | Sudamdih | " | 164 | " | 78.05 | " |
| 4 | Gorigram | Chas | 237 | " | 345.50 | " |
| 5 | Chhtatanr | " | 238 | " | 58.63 | " |
| 6 | Bhojudih | " | 239 | " | 111.10 | " |
| TOTAL | | | | | 625.73 Acres (Approximately) | |

Plot Nos. to be acquired in village Sawardih:—
128 and 151.

Plot Nos. to be acquired in village Sutikdih:—
116 and 117.

Plot Nos. to be acquired in village Sudamdih:—
10, 11, 12, 378, 379, 381 and 384.

Plot Nos. to be acquired in village Gorigram:—
1, 5 to 765, 1461 to 1829, 2414 to 2423, 2427 to 2431.

Plot Nos. to be acquired in village Chhatatanr:—
800 to 905 and 1262.

Plot Nos. to be acquired in village Bhojudih:—
1 to 141, 142(P), 143 to 154, 155(P), 160(P), 220(P), 221(P), 222(P), 223 to 226, 227(P), 1274, 1275, 1277, 1278 and 1279.

Boundary Description:

- 7—6/1 line passes along the Southern bank of River Damodar.
- 6/1—6 line passes along the Western boundary of the Railway (through village Sudamdih).
- 6—5 line passes along the Southern boundary of the Railway (through village Sudamdih, Sutikdih and Sawardih).
- 5—4 line passes along the (Part) Western boundary of village Sawardih (along Nala).
- 4—3 line passes along the Northern boundary of the Railway (through villages Sawardih, Sutikdih and Sudamdih).
- 3—2 line passes along the Western boundary of the Railway (through village Sudamdih).
- 2—8 line passes along the (Part) Northern boundary of village Sudamdih.
- 8—10 line passes along the Eastern boundary of the Railway (through village Sudamdih).
- 10—11 line passes along the (Part) Eastern boundary of village Sudamdih.
- 11—14/1 line passes along the Eastern boundary of the Railway (through village Sudamdih).
- 14/1—14 line passes along the Eastern boundary of the Railway (through village Sudamdih).
- 14—13 line passes along the Southern bank of River Damodar.
- 13—15 line passes through Plot Nos. 160, 155, 222, 221, 220 and 142 in village Bhojudih.
- 15—16 line passes through Plot Nos. 142, 227 in village Bhojudih along the Northern boundary of the Railway (through village Bhojudih, Chhatatanr, and Gorigram).
- 16—7 line passes along the (Part) Western boundary of village Gorigram.

[No. C3-20(3)/61.]

P. S. KRISHNAN, Under Secy.

(Department of Iron & Steel)

New Delhi, the 9th September, 1961.

S.O. 2157/ESS. COMM/Iron and Steel-15(1)/AM(51).—The following Notification issued by the Iron and Steel Controller under Clause 15(1) of the Iron and Steel (Control) Order, 1956, is published for general information.

"NOTIFICATION

In exercise of the powers conferred by the Sub-clause 1 of Clause 15 of the Iron and Steel (Control) Order, 1956, and with the approval of the Central Government, the Iron and Steel Controller hereby notifies the following amendment to the prices of Tinplates under schedule No. 1 of the Notification No. ISC/

AP/62/60, dated 8th November, 1960, published in Part III Section I of the Gazette of India dated 24th December, 1960.

ADDENDUM

Part II-A-Special conditions for sale by the Tinsplate Company of India Limited, Calcutta.

b(iii) The prices of Tinplates packed in Tinned cases and sold as such are increased by Rs. 3'328, per tonne with immediate effect.

C. V. RAMACHANDRAN,
Price and Accounts Officer
for Iron and Steel Controller".

[No. SC(C)-2(85)/60.]

J. S. BAIJAL, Under Secy.

MINISTRY OF FOOD & AGRICULTURE

(Department of Agriculture)

New Delhi, the 1st September 1961

S.O. 2158.—In exercise of the powers conferred by the proviso to article 309 of the Constitution, the President hereby makes the following rules to amend the Soil Conservation Research Demonstration and Training Centres (Class III and IV posts) Recruitment Rules, 1961, published in the notification of the Ministry of Food and Agriculture (Department of Agriculture) No. S.O. 485 dated the 30th January, 1961:—

1. These rules may be called the Soil Conservation Research Demonstration and Training Centres (Class III and IV Posts) Recruitment (Amendment) Rules, 1961.

2. In the Soil Conservation Research Demonstration and Training Centres (Class III and IV Posts) Recruitment Rules, 1961 (hereinafter referred to as the said rules), after rule 4, the following rule shall be inserted, namely:—

- "5. **Disqualification.**—(a) No person, who has more than one wife living or who having a spouse living, marries in any case in which such marriage is void by reason of its taking place during the life-time of such spouse shall be eligible for appointment to the service; and
- (b) no woman, whose marriage is void by reason of the husband having a wife living at the time of such marriage, or who has married a person who has a wife living at the time of such marriage, shall be eligible for appointment to the service;

Provided that the Central Government may, if satisfied that there are special grounds for so ordering exempt any person from the operation of this rule."

3. In the Schedule to the said rules,—

(a) against item 1, in column 10, under the heading 'Promotion' for the existing entry, the following entries shall be substituted, namely:—

"(i) Head Assistant-cum-Accountant (Rs. 210—10—290—15—320—EB—15—380) having put in three years' service in that grade; and

(ii) Upper Division Clerks/Accountants/Cashiers having put in five years' service in that grade (Rs. 130—5—160—8—200—EB—8—250—EB—8—280) (or 10—300) under the Soil Conservation Research Demonstration and Training Centres."

(b) against item 4, in column 3, for the existing entry, the following entries shall be substituted, namely:—

"(i) **Lower Division Clerks.**—(Rs. 110—3—141—4—155—EB—4—175—5—180),

(ii) **Steno-typist.**—Rs. 110—3—131—4—155—EB—4—175—5—180 Plus Rs. 20/- Special pay.

(iii) **Cashier.**—Rs. 110—3—131—4—155—EB—4—175—5—180 Plus Rs. 10/- Special pay."

(c) after item 20 and the entries relating thereto, the following item and the entries relating thereto shall respectively be inserted, namely:—

| Name of post | Classification | Scale of pay | Whether selection post or non-selection post | Age limit for direct recruits |
|---|--|--|---|----------------------------------|
| 1 | 2 | 3 | 4 | 5 |
| 20A Tracer | General Central Service Class III, Non-gazetted, Non-Ministerial. | Rs. 110—4—150— E.B.—4—170— 5—180—E.B.— 5—200. | Does not arise | 18—25 years |
| Educational and other qualifications required for direct recruits. | Whether age and educational qualifications prescribed for the direct recruits will apply in the case of promotees. | Period of probation if any | Method of recruit whether by direct recruit or by promotion or transfer and percentage of the vacancies to be filled by various methods | |
| 6 | 7 | 8 | 9 | |
| <i>Essential:</i> | | | | |
| | | Does not arise | Two years | Direct recruitment 100 per cent. |
| (i) Matriculation. | | | | |
| (ii) Diploma in Engineering Draftsmanship (Civil) | | | | |
| <i>Desirable</i> | | | | |
| Six months practical experience in Civil draftsmanship. | | | | |
| In case of recruitment by promotion/transfer grades from which promotion to be made | | | | Remarks |
| 10 | | | | 11 |
| Does not arise. | | | | |

(Department of Agriculture)

New Delhi, the 4th September 1961

S.O. 2159.—The following draft of rules further to amend the Eggs Grading and Marking Rules, 1937, which the Central Government proposes to make, in exercise of the powers conferred by section 3 of the Agricultural Produce (Grading and Marking) Act, 1937 (1 of 1937), is published, as required by the said section, for the information of all persons likely to be affected thereby and notice is hereby given that the said draft will be taken into consideration on or after the 20th September, 1961.

Any objection or suggestion which may be received from any person with respect to the said draft before the date so specified will be considered by the Central Government.

1. These rules may be called the Eggs Grading and Marking (Amendment) Rules, 1961.

2. In Schedule 1 of the Eggs Grading and Marking Rules, 1937 (hereinafter referred to as the said rules),

- (1) In column 2 of the Table, for the existing entries of 2 oz., 1½ oz, 1½ oz and 1 oz, the entries 56·699 grams, 49·612 grams, 42·524 grams and 28·350 grams shall respectively be substituted;
- (2) In column 4 of the Table, for the existing entries of 2½ oz, 2 oz, 1½ oz and 1½ oz., the entries 70·874 grams, 56·699 grams, 49·612 grams and 42·524 grams shall respectively be substituted;
- (3) In the footnote for the expression "1 drachm" the expression "1·772 grams" shall be substituted.

3. In Schedule II of the said rules.

In the design under Grade designation mark for packages of eggs, for the words "भारत की उत्पत्ति" the words "भारतीय उत्पाद" shall be substituted.

[No. 17-4/61-AM.]

(Department of Agriculture)

CORRIGENDUM

New Delhi, the 29th August 1961

S.O. 2160.—In the notification of the Government of India in the Ministry of Food and Agriculture (Department of Agriculture) S.O. 944 dated the 18th April, 1961 published on page 966 of the Gazette of India Part II Section 3(II) dated the 29th April, 1961, for the word 'Amarnath' appearing under column 'Common names', read 'Amaranth'.

[No. F. 4-70/60-AM.]

V. S. NIGAM, Under Secy.

MINISTRY OF SCIENTIFIC RESEARCH AND CULTURAL AFFAIRS

New Delhi-2, the 30th August, 1961

S.O. 2161.—In exercise of the powers conferred by clause (1) of Article 299 of the Constitution, the President hereby directs that all contracts and other instruments required to be made in the exercise of the executive power of the Union, in connection with the preparation of the 'Bibliography of Indology' shall be executed on his behalf by the Librarian, National Library, Calcutta.

[No. F. 12-23/61. C.2.]

T. S. KRISHNAMURTI, Dy. Secy.

MINISTRY OF WORKS, HOUSING AND SUPPLY*New Delhi, the 25th August 1961*

S.O. 2162.—In exercise of the powers conferred by section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1958 (32 of 1958), the Central Government hereby appoints the officers mentioned in column 1 of the table below, being gazetted officers of the Government, to be estate officers for the purposes of the said Act who shall exercise the powers conferred, and perform the duties imposed, on estate officers by or under the said Act within the local limits of their respective jurisdiction in respect of the public premises specified in the corresponding entries in column 2 of the said table.

THE TABLE

| Designation of Officers | Categories of public premises and local limits of jurisdiction |
|---|---|
| 1. Administrative Officer, Indian Institute of Sugarcane Research, Lucknow. | Premises under the administrative control of the Indian Institute of Sugarcane Research, Lucknow. |
| 2. Administrative Officer, Sugarcane Breeding Institute, Coimbatore. | Premises under the administrative control of the Sugarcane Breeding Institute, Coimbatore. |
| 3. Director, Central Arid Zone Research Institute, Jodhpur. | Premises under the administrative control of the Central Arid Zone Research Institute, Jodhpur. |
| 4. The Soil Conservation Officer, Soil Conservation Centre, Dehradun. | Premises under the administrative control of the Soil Conservation Centre, Dehradun. |
| 5. The Soil Conservation Officer, Soil Conservation Centre, Bellary. | Premises under the administrative control of the Soil Conservation Centre, Bellary. |
| 6. The Soil Conservation Officer, Soil Conservation Centre, Kota. | Premises under the administrative control of the Soil Conservation Centre, Kota. |
| 7. The Soil Conservation Officer, Soil Conservation Centre, Vasad. | Premises under the administrative control of the Soil Conservation Centre, Vasad. |
| 8. The Soil Conservation Officer, Soil Conservation Centre, Ootacamund. | Premises under the administrative control of the Soil Conservation Centre, Ootacamund. |
| 9. The Assistant Soil Conservation Officer, Soil Conservation Centre, Chandigarh. | Premises under the administrative control of the Soil Conservation Centre, Chandigarh. |
| 10. The Assistant Soil Conservation Officer, Soil Conservation Centre, Agra. | Premises under the administrative control of the Soil Conservation Centre, Agra. |
| 11. Administrative Officer, Central Mechanised Farm, Suratgarh. | Premises under the administrative control of the Central Mechanised Farm, Suratgarh. |
| 12. Under Secretaries to the Government of India in the Ministry of Food and Agriculture (Department of Agriculture), New Delhi, including Indian Council of Agricultural Research. | Premises under the administrative control of the Ministry of Food and Agriculture (Department of Agriculture), attached offices, Subordinate Offices and autonomous Organisations of/under that Department. |

[No. 14/3/60-Acc.]

R. C. MEHRA, Under Secy.

MINISTRY OF IRRIGATION AND POWER**ORDER***New Delhi the 31st August 1961*

S.O. 2163.—In exercise of the power conferred by sub-rule (2) of Rule 133 of the Indian Electricity Rule 133 of the Indian Electricity Rules, 1956, the Central Government hereby directs that the provisions of—

- (i) Rule 118, proviso (a),
- (ii) Rule 119 (1)(a),
- (iii) Rule 123 (7)

of the said Rules shall be relaxed in respect of the use of the following apparatus in conjunction with one Model 1855, 3.3 K.V., P. & H. Crawler Mounted Dragline, serial No. 22890.—

- One 600 H.P., 3300 volts P. & H. make Squirrel Cage Induction motor, serial No. 266846, with one 3.3 K.V., oil immersed direct on P. & H. make starter, serial No. 100 J—12963.
- One 65 K.V.A., 3300/380/115/105 volts, 3 phase, P. & H. make transformer, serial No. 3465.
- One 3.3 K.V. fused disconnecting gang operated main isolator, serial No. 175L665G1.
- One length of Rocbling, U.S.A. make 4 conductors 1 AWG (133 strand) tinned copper, 0.120 performance grade rubber insulation, painted colour coding necessary fillers, tape over core, .100" neoprene jackets, galvanised steel round wire armour .140" neoprene jacket, overall 3300 volts grade outside Drof cable 2.605" (cross sectional area of copper—0.0667 sq. inches per conductor) trailing cable.
- One 400 amps, 3300 volts, Long & Crawford Ltd., C.T. ratio 150 : 5 switch, serial No. 60529. (Field switch).

in the South Balanda Colliery of Messrs National Coal Development Corporation Ltd., to the extent that (1) in relaxation of Rule 118(a), the portable motor of the dragline may be used at 3.3 K.V., (2) in relaxation of Rule 119(1)(a), the 65 K.V.A., 3300/380/115/105 volts, 3 phase transformer with its associated equipment using energy at high voltage may not be fixed apparatus as being installed on the portable dragline moving from place to place, the same have a portable sense, (3) in relaxation of Rule 123(7), flexible cable not exceeding 1,000 feet in length may be used with the portable machine and that the relaxation shall be subject to the following conditions:

- (1) The 3.3 K.V. supply to the flexible cable should be provided with earth-leakage protection.
- (2) The installations and wirings inside the Dragline shall comply with the relevant provisions of the Indian Electricity Rules, 1956, in particular Rules 115-117, 121, 124 and 125.
- (3) The flexible training cable should be connected to the electricity supply system and the machine by properly constructed connector boxes or totally enclosed safe attachments.
- (4) The excavating machine along with the flexible trailing cable shall be worked and handled with due care so as to avert danger arising out of any electrical defect or in the use. The insulation resistance of the high voltage circuit including the driving motor shall at no time be less than 10 megohms.
- (5) The operators of the dragline shall be trained and authorised for operating the shovel with competency and due care to avoid danger.

Provided that the aforesaid relaxation shall be valid for such time as the said machine is in use in the mine and due information shall be given to the Central Government through the Electrical Inspector of Mines as soon as the machine is taken out of the mine.

[No. EL-II-5(12)/61.]

N. S. VASANT, Officer on Special Duty.

MINISTRY OF REHABILITATION

New Delhi, the 30th August 1961

S.O. 2164.—Whereas the Central Government is of the opinion that it is necessary to acquire the evacuee properties specified in the Schedule hereto annexed in the State of Punjab for a public purpose being a purpose connected with the relief and rehabilitation of displaced persons, including payment of compensation to such person.

Now, therefore, in exercise of the powers conferred by Section 12 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of 1954), it is

notified that the Central Government has decided to acquire and hereby acquires the evacuee properties specified in the Schedule hereto annexed.

THE SCHEDULE

All properties in the State of Punjab which have vested in the Custodian under Section 11 of the Evacuee Interest (Separation) Act, 1951, as a result of adjudication by the Competent Officers under the provisions of the said act from 1st April, 1961 to 31st July, 1961 and in respect of which no appeals have been filed and if filed, have been rejected by the Appellate Officer (Officers) concerned.

[No. 16(18)/58-Prop-II-Comp.]

M. J. SRIVASTAVA,

Settlement Commissioner and *Ex-Officio*
Under Secy.

(Office of the Chief Settlement Commissioner)

ORDERS

New Delhi, the 28th August 1961

S.O. 2165.—In the order issued in pursuance of rule 76-A of the Displaced Persons (Compensation and Rehabilitation) Rules, 1955, vide Notification No. F. 15(27) Policy-I/60-Comp., dated the 16th January, 1961 for the words and figure "31st August, 1961" the word and figure "31st December, 1961" may be substituted.

[No. F. 15(27) Policy-I/60-Comp.]

New Delhi, the 31st August 1961

S.O. 2166.—In the order issued in pursuance of Rule 11-D(D)(A) of Evacuee Interest (Separation) Rules, 1951, vide Notification No. 5(24)/59-Prop.II-Comp., dated the 19th April, 1961, for the words and figure "31st August, 1961" the words and figure "31st December, 1961" shall be substituted.

[No. 5(24)/59-Prop.II-Comp.]

S. W. SHIVESHWARKAR, Jt. Secy.

(Office of the Chief Settlement Commissioner)

New Delhi, the 26th August 1961

S.O. 2167.—In exercise of the powers conferred under Rule 11-D(1) of the Evacuee Interest (Separation) Rules, 1951 (No. 64 of 1951), the Central Government hereby appoints every officer for the time being holding the post of Managing Officer Grade II under the Regional Settlement Commissioner, Jaipur, as Sales Officer for the purpose of conducting sale of composite properties in Jaipur Region.

[No. 16(1) Admn(Prop)/60/ARG.]

New Delhi, the 1st September 1961

S.O. 2168.—In exercise of the powers conferred by Sub-Section (I) of Section 3 of the Displaced Persons (Claims) Supplementary Act, 1954 (No. 12 of 1954), the Central Government hereby appoints Shri Jamiat Rai Gobind Ram as Settlement Officer for the purpose of performing the functions assigned to such officer by or under the said Act, with effect from the date he took charge of his office in the office of the Chief Settlement Commissioner, viz. 21st August, 1961.

2. The Central Government also appoints the said officer as additional Settlement Commissioner for the purpose of performing the functions assigned to such officer by or under the said Act with effect from the same date.

[No. 11(49)/CSC/AI-61.]

New Delhi, the 4th September 1961

S.O. 2169.—In exercise of the powers conferred by sub-section (i) of section 6 of the Administration of Evacuee Property Act, 1950 (XXXI of 1950), the Central Government hereby appoints for the State of Punjab, Shri Daulat Ram, Managing Officer in the Office of the Custodian of Evacuee Property, Punjab, Jullundur as Assistant Custodian for the purpose of discharging the duties imposed on Custodian by or under the said Act with effect from the date he took over charge of his office.

[No. XII(10)Prop(Admn)/57.]

KANWAR BAHADUR,

Settlement Commissioner and *Ex-Officio*
Dy. Secy.

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 29th August 1961

S.O. 2170.—Whereas immediately before the Employees' Provident Funds Act, 1952 (19 of 1952), became applicable with effect from the 1st July, 1960, to the factory known as the Stanes Motors (South India) Limited, 6/8, Trichy Road, P.B. 284, Coimbatore, (Madras State), there was in existence a provident fund common to the employees employed in the factory, to which the said Act applies and the employees in the other establishments specified in the Schedule hereto annexed;

Now, therefore, in exercise of the powers conferred by section 3 of the said Act, the Central Government hereby directs that the provisions of that Act shall also apply to the said other establishments.

SCHEDULE

1. Stanes Motors (South India) Limited, 89, Sydenhams Road, Choolai, Madras-7 (Madras State).
2. Stanes Motors (South India) Ltd., 6/33, Race Course Road, Coimbatore (Madras State).

[No. 7/2/61-PF. II.]

S.O. 2171.—In exercise of the powers conferred by sub-section (1) of section 12 of the Employees' Provident Fund Act, 1952 (19 of 1952), the Central Government hereby appoints Sarvashri K. Krishna Menon and R. C. Krishnan to be Inspectors for the whole of the State of Madras for the purposes of the said Act and of any scheme framed thereunder, in relation to an establishment belonging to, or under the control of the Central Government, or in relation to an establishment connected with a railway company, a major port, a mine or an oil-field or a controlled industry.

[No. 22(12)/61-PF-I.]

New Delhi, the 31st August 1961

S.O. 2172/PWA/Mines/Am.—In exercise of the powers conferred by sub-sections (2) (3) and (4) of section 26, read with section 24, of the Payment of Wages Act, 1936 (4 of 1936), the Central Government hereby makes the following rules further to amend the Payment of Wages (Mines) Rules, 1956, the same having been previously published as required by sub-section (5) of the said section 26, namely:—

1. These rules may be called the Payment of Wages (Mines) Amendment Rules, 1961.
2. In the Payment of Wages (Mines) Rules, 1956, in rule 6 and in rule 22 after the figure "5", the figure and letter "5A" shall be inserted.

[No. Fac. 535(9)/60.]

P. D. GAIHA, Under Secy.

New Delhi, the 29th August 1961

S.O. 2173.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad, in the industrial dispute between the employers in relation to the Burhia Mine No. 1 of Messrs. Chrestien Mica Industries (Private) Ltd., P.O. Domchanch, Hazaribagh and their workmen.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, DHANBAD

REFERENCE NO. 4 OF 1961

PARTIES:

Employers in relation to the Burhia Mine No. 1 of M/s. Chrestien Mica Industries (P) Ltd., P.O. Domachanch, Hazaribagh.

AND

Their workmen.

Dhanbad, dated the 22nd August 1961

PRESENT

Shri Salim M. Merchant, B.A.L.L.B., Presiding Officer, Central Government Industrial Tribunal, Dhanbad.

APPEARANCES:

For the employers: Shri Girdhar Gopal.

For the workmen: Shri Yashraj Singh, General Secretary, Mica Labour Union.

STATE: Bihar.

INDUSTRY: Mica Mining.

AWARD

The Government of India, Ministry of Labour and Employment, by order No. 20/10/60-LRII, dated 3rd January 1961, made in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947) was pleased to refer the industrial dispute between the parties above named in respect of the subject matter specified in the following schedule to the said order, to me for adjudication:—

SCHEDULE

“Whether the discharge of Shri Talewar Chasa, Shot-Firer, Burhia Mine No. 1 is justified? If not, to what relief the workman is entitled?”

2. It is admitted that Talewar Chasa, the concerned workman was working in the Burhia Mine for about 12 to 13 years prior to his discharge from service on 12th August 1960. It is further admitted that at the time of the discharge Talewar Chasa was working as a short-firer. The charge against him was that on 10th August 1960 when he came out of the mines at the end of a shift he had concealed on his person five explosives. According to the management the darwan on duty, Ram Adhar Ram detected that Talewar Chasa had concealed the five unused explosives on his person by tying them round his things with a piece of cloth. The checker on duty, Sita Ram Gupta, was also present and witnessed the five explosives being found on the person of Talewar Chasa when he was searched. Thereupon, a charge-sheet No. 332, dated 11th August 1960 was served on Talewar Chasa (exhibit E-1) charging him with removing the explosives or “gullas” from the mine and he was asked to show cause why he should not be dismissed from service for this gross misconduct. Talewar Chasa in his explanation admitted the misconduct and prayed for mercy. An enquiry was thereupon held by Shri Maheshwar Singh, the Assistant Labour Officer of the Company (EW-1). At the enquiry held on 12th August 1960 Shri Maheshwar Singh recorded the statement Talewar Chasa in which also he admitted the misconduct and prayed for mercy. At the enquiry darwan Ram Adhar Ram as also the checker Sita Ram Gupta made their statements (Ex-E-6 and E-8) and narrated how the five explosives were found on the person of Talewar Chasa. He also recorded the statement of the brother of Talewar Chasa namely Bishun Chasa, (Ex-E-7) who was also present at the surface of the mine when Talewar Chasa came up from the underground, and he corroborated the statements of the darwan and the checker. None of these witnesses were cross-examined by Talewar Chasa and on the same day Shri Maheshwar Singh made his report holding Talewar Chasa guilty of the misconduct with which he was charged (Ex-E-9) and thereupon

Talewar Chasa was served with a dismissal order dated 12th August 1960 (Ex. E-10). The explanation and the statement made by Talewar Chasa at the enquiry and the statements of the other witnesses at the enquiry were tendered at the hearing before me through the witness EW-1.

The union's case on the other hand is that Talewar Chasa had been victimised for his trade union activities. Its explanation is that Talewar Chasa had been given 25 explosives on the morning of 10th August 1960 when he went underground and that the five explosives which he had brought on the surface were the balance of the explosives which he had not been required to use during the shift, and it is alleged that the management in order to victimise Talewar Chasa for his trade union activities coerced and forced him into putting his thumb impression on four or five blank sheets of paper and had subsequently filled in the confessions of guilt on those sheets. In support of this, the union examined Talewar Chasa (W.W. 1) who stated that when he came to the surface he had five unused explosives in the pocket of his shirt which he produced before the darwan to be returned to the checker clerk, but instead he was taken to the office of the mine by the Manager of the Colliery who detained him there till about 6 O'Clock in the evening and when darkness had gathered he was taken to the head office of the company, where one of the Proprietors of the company threatened him and forcibly made him put his thumb impression on three or four blank sheets of paper and thereafter he was asked to go away. He has stated that he was never served with any charge-sheet or informed when an enquiry would be held and that the whole story of an enquiry having been held in his presence was a false one. He further stated that thereafter on the 11th he went to the office of the local Labour union at Domochanch but that it was closed and therefore he reported the incident to the union on the 12th August. His story is that his complaint was reduced to writing at the union's office and he was asked to put his thumb impression on it. The union has produced that alleged writing, which has been marked as exhibit W-1. According to the writing Talewar Chasa had stated that the Proprietor had by showing him a gun coerced him into putting his thumb impression on only one blank piece of paper. That writing also stated that Talewar Chasa's brother on learning that his brother had been taken to the head office of the company followed him there and the proprietor also showed him a gun and under threats made him also put his thumb impression on a blank piece of paper.

I am not at all impressed by the story of the defence which appears to me to be false and concocted. There are obvious contradictions in the story which Talewar Chasa gave in his evidence before me and the story as alleged to have been recorded for him at the union's office in Ex. W.1. Talewar Chasa was evidently giving a false version in Court and there are so many contradictions in the story as narrated by him in Court and as recorded in the statements made by him before the union that it is impossible to believe that he was speaking the truth.

On the oral and documentary evidence on record, I am satisfied that Talewar Chasa had concealed the five unused explosives on his person with a view to taking them out of the mine and that he had really confessed to the misconduct and prayed for forgiveness. I am also satisfied that a charge-sheet was served upon him and that he had in his explanation and in his statement at the enquiry confessed to his guilt. There is no doubt that a proper enquiry was held and that the whole defence story is false and fabricated.

In the result I hold that the discharge of Talewar Chasa, Shot-Firer, Burhia Mine No. 1, is justified and he is entitled to no relief.

No order as to costs.

Dhanbad,
The 22nd August, 1961.

(Sd.) SALIM M. MERCHANT,
Presiding Officer,
Central Government Industrial Tribunal, Dhanbad.
[No. 20/10/60-LRII.]

New Delhi, the 1st September 1961

S.O. 2174.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad, in the industrial dispute between the employers in relation to the Bhagaband Colliery and their workmen.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, DHANBAD

REFERENCE No. 16 of 1961

PARTIES:

Employers in relation to the Bhagaband Colliery

AND

Their workmen.

Dhanbad, dated the 21st August 1961

PRESENT.

Shri Salim M. Merchant, B.A., LL.B., Presiding Officer, Central Govt.
Industrial Tribunal, Dhanbad.

APPEARANCES:

Shri S. S. Mukherjea, Advocate, with Shri J. L. Sinha, Group Personnel
Officer—for the employers.

Shri S. Bose, Member, Central Executive Committee, Colliery Mazdoor
Sangh—for the workmen.

STATE: Bihar.

INDUSTRY: Coal.

AWARD

The Government of India, Ministry of Labour & Employment, by Order No. 2/144/59-LRII dated the 22nd March 1961, made in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (XIV of 47), was pleased to refer the industrial dispute between the parties above named in respect of the matters specified in the following schedule to the said Order to me for adjudication.

"Whether the management was justified in terminating the services of Sarva Shri Guru Mahato, Sital Lalla and Jyoti Bowri, winding engine khalasis? Whether they are entitled to any relief, and if so, to what relief?"

2. After the parties had filed their written statements, the dispute was taken up for hearing on 18th July 1961 and on the adjourned date of hearing on 19th August 1961, after the submissions of the parties had been heard, they filed a memorandum recording the terms of settlement reached between them, and prayed that an award be made in terms thereof. A copy of the terms of settlement is annexed hereto and marked Annexure 'A'. As I am satisfied that, in the facts and circumstances of the case, the settlement is fair and reasonable, I accept the same and make an award in terms thereof.

3. No order as to costs.

(Sd.) SALIM M. MERCHANT,
Presiding Officer,
Central Government Industrial
Tribunal, Dhanbad.

Dhanbad.

The 21st August, 1961.

ANNEXURE "A"

BEFORE THE PRESIDING OFFICER,

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, DHANBAD

REFERENCE No. 16 of 1961

Employers in relation to Bhagaband Colliery

AND

Their Workmen.

The parties above-named beg to state that the present Reference has been amicably settled between the parties, without prejudice to their contention, on the following terms:—

(1) That Shri Guru Mahato will be paid six months' full wages (i.e., Basic and Dearness Allowance) and Sarvashri Sital Lala and Jyoti Bouri three months'

full wages (i.e. Basic and Dearness Allowance) each as an ex-gratia payment by way of gratuity in addition to one month's full wages as notice pay.

(2) That Sarvashri Guru Mahato and Sital Lala have already been paid five months' full wages and two months' full wages respectively; and Sarvashri Guru Mahato, Jyoti Bouri and Sital Lala have been paid one month's full wages by way of notice pay.

(3) That in view of the above Sarvashri Guru Mahato and Sital Lala each will be paid the balance of one month's full wages and Shri Jyoti Bouri will be paid three months' full wages as an ex-gratia payment by way of gratuity.

(4) That the payments mentioned in paragraph (3) above will be made to the workmen concerned within two weeks from date.

(5) That the claim for the reinstatement of Sarvashri Guru Mahato, Jyoti Bouri and Sital Lala is not pressed.

It is, therefore, prayed that this compromise may be recorded and an award may be passed in terms of the above.

For Workmen
S. BOSE,

Member, Central Executive Committee,
Colliery Mazdoor Sangh.

For Employer
S. S. MUKHERJEE,

Advocate.

J. L. SINHA,

Group Personnel Officer,
M/s. F. W. HEILGERS & Co. (P) Ltd.,
P.O. Sijua, Dist. Dhanbad.

Dated the 18th August, 1961.

[No. 2/144/59-LRII.]

Before me.
(Sd.) SALIM M. MERCHANT,
19-8-61
Presiding Officer,
New Delhi, the 4th September 1961

S.O. 2175.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad, in the matter of an application under section 33A of the said Act from Shri Jagdeo Dusadh, underground Trolleyman, North Kujama Colliery C/o Secretary, Colliery Mazdoor Sangh.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, DHANBAD

Application No. 91 of 1960

(arising out of Reference No. 27 of 1960)

In the matter of an application under Section 33A of the Industrial Disputes Act 1947 (XIV of 47).

PARTIES:

Shri Jagdeo Dusadh, Underground Trolleyman, North Kujama Colliery, c/o Secretary, Colliery Mazdoor Sangh, P.O. Box No. 51, Jharua (Dt. Dhanbad)—*Complainant.*

Vs.

The management of North Kujama Colliery, P.O. Box No. 125, P.O. Jharua, Dt. Dhanbad.—*Opposite party.*

PRESENT

Shri Salim M. Merchant, B.A.L.L.B., Presiding Officer, Central Govt. Industrial Tribunal, Dhanbad.

APPEARANCES:

Shri B. N. Sharma, Member, Executive Committee, Colliery Mazdoor Sangh, Dhanbad,—*for the complainant.*

Shri S. D. Bhattacharjee, General Manager, North Kujama Colliery,—*for the opposite party.*

Dhanbad, dated the 22nd August 1961

STATE: Bihar.

INDUSTRY: Coal.

AWARD

This is a complaint purporting to be under Section 33A of the Industrial Disputes Act, 1947 (XIV of 47) against the dismissal from service of the complainant on 9th July 1960. There were certain preliminary objections raised against the maintainability of this complaint, but by an order dated 9th December 1960 my predecessor the late Shri G. Palit, held that the application was maintainable. Thereafter the dispute was taken up on 21st August 1961 for hearing before me, when, after a discussion, the opposite party has agreed to reinstate the complainant Shri Jagdeo Dusadh in its service in the post of Trammer which he was holding on the date of his dismissal on the wages which he was drawing on the date of dismissal, with the benefit of continuity of service.

2. It is also agreed between the parties that the period of complainant's absence from work on and from 9th July 1960 till the date he is reinstated in service will be treated as on leave without pay. The complainant has agreed to report himself for duty from 22nd August 1961.

3. I am satisfied that in the facts and circumstances of the case it is a fair and reasonable settlement and I make an award in terms of the settlement reached by the parties in their memorandum dated 21st August 1961. A copy of the said memorandum of settlement is annexed hereto and marked Annexure 'A'.

4. There will be no order as to costs.

(Sd.) SALIM M. MERCHANT,

Presiding Officer,
Central Govt. Industrial Tribunal,
Dhanbad.

Dhanbad.

The 22nd August, 1961.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, DHANBAD.

APPLICATION No. 91 of 1960.

Application u/s. 33-A, of the I.D. Act 1947

Sri Jagdeo Dusadh, underground Trolleyman.—*Applicant.*

Vs.

The Management of North Kujama Colliery.—*Opp. party.*

The parties above named most respectfully beg to state as follows:—

(1) That it is agreed that Sri Jagdeo Dusadh Trolleyman shall be reinstated in his former job of Trolleyman immediately after his reporting for duties on work.

(2) That the continuity in service will be maintained.

(3) That the period of absence from dismissal to reinstated will be treated as leave without pay.

It is most humbly prayed by the parties that this Honourable Tribunal may be graciously pleased to give an award in the aforesaid terms and conditions.

And for this the parties as in duty bound shall pray for over.

For workmen,

B. N. SHARMA,
Member Executive Committee, Dhanbad.

Dated the 21st August, 1961.

For employer.

1. Sri S. B. Bhattacharya, General Manager, North.
Kujama Colliery.
S. P. SAHJ,

2. Member Executive Committee, C.M.S. Dhanbad.

Before me.

(Sd.) SALIM M. MERCHANT,
Presiding Officer,
Central Govt., Industrial Tribunal
Dhanbad.

21st August 1961.

[No. 1/87/59-LRII.]

S.O. 2176.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad, in the industrial dispute between the employers in relation to the Bhalgora Colliery and their workmen.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,
DHANBAD.

REFERENCE No. 17 of 1961.

PARTIES:

Employers in relation to the Bhalgora Colliery.

AND

Their workmen.

Dhanbad, dated the 22nd August, 1961.

PRESENT:

Shri Salim M. Merchant, B.A.L.L.B., Presiding Officer, Central Government Industrial Tribunal, Dhanbad.

APPEARANCES:

Shri S. S. Mukherjea Advocate, with Shri P. M. Sud, Manager, Bhalgora Colliery, *for the employers.*

Shri Prosanta Burman, General Secretary, Bihar Koyla Mazdoor Sabha, *for the workmen.*

STATE: Bihar.

INDUSTRY: Coal.

AWARD

The Government of India, Ministry of Labour and Employment, by Order No. 2/14/61-LR. II, dated the 28th March, 1961, made in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (XIV of 47), was pleased to refer the industrial dispute between the parties above named in respect of the subject matters specified in the following schedule to the said order to me for adjudication.

SCHEDULE

"Whether the action of the management of Bhalgora colliery in rendering the following workmen idle from the 22nd December, 1960, was justified, and if not to what relief are they entitled;

- (1) Shrimati Gouri Dusadhin, Shale Picking Kamin.
- (2) Shrimati Maya Dusadhin, Shale Picking Kamin.
- (3) Shrimati Debjani Dusadhin, Shale Picking Kamin.
- (4) Shrimati Jirila Bhuini, Shale Picking Kamin.
- (5) Shrimati Bhagia Bhuini, Shale Picking Kamin.
- (6) Shrimati Kablasia Bhuini, Shale Picking Kamin.
- (7) Shrimati Budhni Bhuini, Shale Picking Kamin.
- (8) Shrimati Somri Dusadhin, Shale Picking Kamin.
- (9) Shrimati Sugia Dusadhin, Shale Picking Kamin.
- (10) Shri Ranjit Mistry, Carpenter".

2. Thereafter, the dispute was taken up for hearing and on 19th July, 1961, the employers agreed to take back in service the workmen mentioned at serial Nos. 1 to 7, in the order of reference as shale picking kamins and they have reported themselves for duty accordingly. The question of compensation to be paid to these seven workmen was deferred till the adjourned hearing on 19th August, 1961 to be taken up along with the cases of the remaining three workmen. Thereafter, at the adjourned hearing of this case on 19th August, 1961, the parties recorded that the workmen mentioned in serial Nos. 1 to 7 (Shrimati Gouri Dusadhin, Smti. Maya Dusadhin, Smti. Debjani Dusadhin, Smti. Jirila Bhuini, Smti. Bhagia Bhuini, Smti. Kablasia Bhuini and Smti. Budhni Bhuini) shall be deemed to have been reinstated in service from 20th July, 1961, with continuity of service and that the period of their idleness shall be treated as on

leave without pay. The management has further agreed to pay each of these seven shale picking kamins Rs. 55 (fifty five) as ex-gratia payment.

3. With regard to Smti. Somri Dusadhin (serial No. 8) and Smti. Sugia Dusadhin (serial No. 9), the parties are agreed that they are to continue to work as at present and the period of their idleness shall be treated as on leave without pay. With regard to the workmen at Serial No. 10 in the order of Reference, i.e., Ranjit Mistry Carpenter, it is agreed that his services shall stand terminated but the company has agreed to pay him Rs. 48.75 nP. as ex-gratia payment to him.

4. It is agreed that all the payments under this settlement shall be made to the workmen concerned on or before 16th September, 1961.

5. I accept these terms of settlement as being fair and reasonable in the facts and circumstances of the case, and, therefore, make an award in terms thereof. I further direct that the management should pay the union Rs. 40 as costs which shall be paid on or before 16th September, 1961.

Dhanbad, 22-8-1961.

Sd./- SALIM M. MERCHANT,
Presiding Officer,
Central Govt. Industrial Tribunal,
Dhanbad.

[No. 2/14/61-LRII.]

ORDERS

New Delhi, the 29th August 1961

S.O. 2177.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Pure Chirimiri Colliery and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Bombay, constituted under Section 7A of the said Act.

SCHEDULE

Whether the management was justified in changing the rest day from Sunday to some other day in the week in respect of 20 female wagon loaders with effect from 23rd November, 1958, and if not, to what relief are the wagon loaders entitled?

[No. 1/1/61-LRII.]

New Delhi, the 30th August, 1961

S.O. 2178.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the New Jeenagora Colliery and their workmen in respect of the matter specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Dhanbad, constituted under section 7A of the said Act.

SCHEDULE

Whether the transfer of Shri Harihar Prasad Gope from New Jeenagora Colliery, Post Office Khas Jeenagora (District Dhanbad) of Messrs New Jeenagora Coal Company to Samla Barjore Colliery in West Bengal is justified? If not, to what relief he is entitled?

[No. 2/181/61-LRII.]

A. L. HANDA, Under Secy.

New Delhi, the 30th August, 1961

S.O. 2179.—In pursuance of section 16 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government extends the period of re-appointment of Shri V. R. Mahadevan as Chief Accounts Officer in the Employees' State Insurance Corporation from the 2nd July, 1961 to the 31st August, 1961

[No. F. HI-5(7)/60.]

BALWANT SINGH, Under Secy.

New Delhi, the 31st August 1961

S.O. 2180.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Madras, in the industrial dispute between the employers in relation to Madras Dock Labour Board, Madras and their workmen.

BEFORE THE INDUSTRIAL TRIBUNAL, MADRAS

*Friday, the twenty-fifth day of August, One thousand nine hundred and sixty-one.
(3rd day of Bhadra, 1883—Saka)*

PRESENT:

Sri K. Ramaswami Goundar, B.A., M.L.

INDUSTRIAL DISPUTE No. 27 OF 1961

(In the matter of the dispute between the Madras Dock Labour Board, Madras and their workmen.)

BETWEEN:

1. The President, Madras Port and Dock Workers Union, No. 5, Pedariar Koil Street, Madras-1.
2. The Secretary, Madras Harbour Workers Union, 1/73, Broadway, Bhagat House, Madras-1.

AND

The Chairman, Madras Dock Labour Board, Madras-1.

REFERENCE: No. 28/32/61/LR.IV, dated 5th August 1961, Government of India Ministry of Labour and Employment, New Delhi.

ISSUES:

- (1) Whether a flat payment of Rs. 5 per month by way of interim allowance should be paid to piece and daily rated workers of the Madras Dock Labour Board;
- (2) If so, whether it should be paid with retrospective effect from 1st July 1957?

This dispute coming on for hearing on Thursday, the 24th day of August 1961 and this day, upon perusing the reference, the Claim and Counter statements and other material papers connected therewith, and upon hearing the arguments of Sri A. V. Kumar, Secretary, on behalf of the first union, Sri A. S. K. Iyengar, General Secretary, on behalf of the second union and of Messrs. V. V. Raghavan and V. Srinivasan Advocates on behalf of the Madras Dock Labour Board, and the parties to the dispute having filed a Memorandum of Settlement, the Tribunal passed the following:—

AWARD

This is a reference made by the Central Government in regard to the dispute between the Madras Dock Labour Board and their workmen relating to a flat payment of Rs. 5 per month by way of interim allowance to piece and daily rated workers with retrospective effect from 1st July 1957. This interim dearness allowance came to be paid in pursuance of the recommendations of the Pay Commission in regard to the Central Government employees, and these employees also were being paid this interim allowance of Rs. 5 from 1st July 1957 to 28th February 1958. Subsequently, the same Commission recommended an additional dearness allowance of Rs. 5 with effect from 1st July 1959. As

regards this additional allowance, the Madras Dock Labour Board passed a resolution accepting the recommendation and agreeing to pay it with effect from 1st July 1959. That additional allowance is not the subject-matter of this reference. The subject-matter of the reference is the interim dearness allowance of Rs. 5 payable from 1st July 1957, and which in fact was being paid till 28th February 1958. In regard to that, the learned counsel appearing for the Madras Dock Labour Board filed a memo yesterday stating that that demand was the subject-matter of settlement at the time when the resolution in regard to the additional allowance was passed. There was some doubt entertained by the representatives of the unions, and they took time till to-day to get the matter clarified after consultation with the Chairman of the Board. That they have now done, and the result is that all the parties have agreed and filed a memorandum of settlement embodying the terms of the agreement in regard to both the allowances. The terms of that settlement are as follows:

MEMORANDUM OF SETTLEMENT

NAME OF THE PARTIES

1. Representing Employers:

Shri C. N. Raghavan, I.A.S., Executive Officer, Dock Labour Board, Madras.

2. Representing Workmen:

(i) Shri A. S. K. Iyengar, General Secretary, Madras Harbour Workers Union.

(ii) Shri C. Govindarajulu, President, Madras Port and Dock Workers' Union.

(iii) Shri A. V. Kumar, Secretary, Madras Port and Dock Workers' Union.

SHORT RECITAL OF THE CASE

In the matter of industrial dispute No. 27 of 1961 referred to the Industrial Tribunal, Madras, by the Government of India, Ministry of Labour and Employment, Order No. 28/32/61/LR4, dated the 9th August 1961, for adjudication under Section 10 of the Industrial Disputes Act, 1947, regarding the grant of flat payment of Rs. 5 per month by way of interim allowance to piece and daily rated workers of the Madras Dock Labour Board with retrospective effect from 1st July 1957.

2. The two Unions referred to above had submitted several demands and among them were the following demands:—

(1) Grant of interim dearness allowance of Rs. 5 per month with effect from the 1st July 1957; and

(2) grant of additional dearness allowance of Rs. 5 per month with effect from the 1st July 1959.

3. All these demands were the subject of correspondence, discussion and conciliation during the last few months and as a result, the parties came to an agreement which is embodied in Board's Resolution No. 31, dated the 10th August 1961, the relevant portion of which is reproduced below:

"Resolution No. 31

* * * *

Resolved further to pay an additional dearness allowance of Rs. 5 per mensem with effect from 1st July 1959 to the Reserve Pool Workers (including Tally Clerks and Foremen), subject to deduction at 19 nP. per day for days of absence or leave without pay and of suspension. The payments made will be counted for overtime work or holiday work, but not for any other benefits as Provident Fund, Gratuity or Piece Rate. The maximum number of days of payment in a month will be the number of calendar days minus the off days."

* * *

4. It is agreed by the parties that the grant of dearness allowance of Rs. 5 per mensem from 1st July 1959 as above shall be in full and final settlement of the claim of any other allowance or additional allowance or interim dearness allowance in this respect demanded by the above two Unions from time to time.

5. In view of the above, the parties to the reference request that the Hon'ble Tribunal may be pleased to record this settlement and pass an award in terms of the above.

There will be an award in the above terms.

Sd./- K. RAMASWAMI GOUNDAR,
Industrial Tribunal.

[No 28/32/61/LR.IV.]

New Delhi, the 1st September 1961

S.O. 2181.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following awards of the Labour Court, Delhi, in the matter of applications under section 33A of the said Act from certain employees of the Pandyan Bank Limited.

BEFORE THE PRESIDING OFFICER, CENTRAL GOVERNMENT LABOUR COURT AT DELHI

PRESENT:

Shri E. Krishna Murti, Central Government Labour Court at Delhi.

11th August, 1961

Application under section 33A of the Industrial Disputes Act, 1947.

I.D. No 106 of 1961

Shri T. N. Aravamuthan, Senior Clerk, Pandyan Bank Ltd., Perambalur—
Applicant.

Vs.

The Pandyan Bank Ltd., Central Office, Post Box No. 85, Madurai—*Opposite Party.*

Shri R. V. Nath *for the management.*

Shri K. K. Mundal *for the workman.*

In the matter of Complaint No. 25 of 1961 in Ref. No. 1 of 1960, pending before the National Industrial Tribunal (Bank disputes), Bombay-1.

AWARD

This is a petition under section 33A of the Industrial Disputes Act.

2. The petitioner alleges, that there is a contravention of Section 33 of the Industrial Disputes Act, that the petitioner was employed as a senior clerk in the Perambalur Branch of the Bank, that he was called upon by the Agent of the Bank, to show cause, why disciplinary action should not be taken against him, that he gave proper explanation, that however the punishment of severe reprimand and also the stoppage of increment for six months was imposed on the petitioner, that this is illegal, and that the punishment imposed against the workman should be set aside.

3. The contention on behalf of the opposite party is, that the application is not maintainable, that there is no contravention of any of the provisions of Section 33, that the stoppage of increment for six months and warning administered to him was in due course of business, that the petitioner cannot complain against the reasonable punishment given to him for his admitted negligence, and breach of duty, and that the petitioner is not entitled to any relief.

4. The issues, that arise for determination, are:—

- (1) Whether the petition, as brought, is maintainable?
- (2) Whether there is a contravention of Section 33 of the Industrial Disputes Act?
- (3) Whether the punishment imposed on the petitioner is wrongful
- (4) To what relief, if any, is the petitioner entitled

Issues No. 1 & 2.

5. This is a petition filed under Section 33A of the Industrial Disputes Act.

6. The petitioner was working as a senior clerk in the Perambalur Branch of the Pandyan Bank Limited.

7. It may be stated at the outset, that the objection taken in the counter that the petition, as brought, is not maintainable, because there is no violation of the provisions of Section 33 of the Industrial Disputes Act, has not been pressed before me by Shri S. N. Krishnamurthi Aiyar on behalf of the Bank. I find, that this petition under Section 33A is maintainable.

Issue No. 3

8. The question next is, whether the punishment imposed on the petitioner is wrongful. According to the case of the management, on 11th January 1961 a cash remittance of Rs. 50,000/- was made by the Perambalur Branch of the Bank to the Tiruchirapalli Office. The petitioner, who was the Cashier, took the cash by counting by bundles. There was a shortage of Rs. 10/-. A verification was made in the Perambalur Office. It was found, that in the cash challan for cash payment into the Bank by one Shri Narayanan on 4th January 1961 for Rs. 150/-, the petitioner had noted on the reverse, the denomination of the notes received by him. He totalled the amount as Rs. 150/- whereas it should have been only Rs. 135/-, according to the figures in the Challan. The shortage was not pointed out by the Cashier on 4th January 1961, and the Agent was not informed about it. The petitioner was accordingly asked to explain the discrepancy by a memo. dated 23rd January 1961. He gave the explanation, that the writing on the back of the challan was due to clerical mistake. The Bank reprimanded the Cashier for his negligence, and stopped his increment for six months. Even though the Bank wanted to hold an enquiry, the petitioner refused to participate in it. It is thus contended, that the petitioner cannot complain against the punishment, which has been imposed reasonably in the circumstances of the case.

9. Now turning to the documents, Ext. M/1 dated 23rd January 1961 sets out the incident on 11th January 1961. It is stated therein, that on the back side of the challan in the name of Shri C. Narayanan, the Cashier had noted as under:—

$$\begin{array}{l} 10 \times 8 = 80 \\ 5 \times 11 = 70 \end{array}$$

It is mentioned in Ext. M/1 that the amount actually received should be Rs. 135/-, that there should have been a shortage of Rs. 15/- in cash on 4th January 1961, as per the above challan, that the Agent presumed, that this shortage of Rs. 15/- was not brought to his notice before the closing of the cash on 4th January 1961, and this was due to the negligence of the Cashier. Ext. M/2 is the explanation given. The Cashier repudiated the charge, that there was a shortage of Rs. 15/-. He asserted, that the cash had been checked and found correct on 4th January 1961, and on subsequent dates. He further pleaded, that in writing $11 \times 5 = 70$, he committed a clerical error during rush hours, and that it was not true, that he had received only Rs. 135/- instead of Rs. 150/-. In Ext. M/3 dated 1st February 1961 the Managing Director ordered, that the explanation dated 25th January 1961 was not only unsatisfactory, but arrogant, that the workman was not fit to continue as a senior clerk in charge of cash, that he was severely reprimanded, and that his increment would be stopped for the next six months. Ext. M/6 is the communication of the workman dated 6th March 1961. He reiterated, that there was no shortage of cash, that his explanation was correct, and that the imposition of punishment without any enquiry was because of his active participation in legitimate trade union activities. The workman also wrote, that he was being called upon to reimburse the shortage which was non-existent. By Ext. M/7 dated 7th March 1961 the workman was informed, that an enquiry would be held in the matter on 16th March 1961 at the Perambalur Office. Ext. M/8 is the reply of the workman stating, that an enquiry was proposed to be held after the imposition of punishment, that this was against all norms of natural justice, and that he had already filed a complaint before the National Tribunal, and that the matter was sub-judice. Ext. M/9 is the report of the Enquiry Officer to the effect, that the Perambalur Office was responsible for the shortage, and not the Trichy Office. What is mentioned therein is, that the challan of Rs. 150/- remitted on 4th January 1961 to the account of Mr. C. Narayanan was perused, that it showed, that the Cashier would have taken Rs. 135/- and not Rs. 150/-, that it should be presumed that Rs. 135/- was remitted and that there was shortage of Rs. 15/- even on 4th January 1961. Ext. M/10 is the challan in question, wherein the petitioner made the following entries on the reverse:—

$$\begin{array}{l} 10 \times 8 = 80 \\ 5 \times 11 = 70 \\ \hline 150 \end{array}$$

10. The contention on behalf of the workman is, that in making the entry as above on Ext. M/10, he was guilty only of a clerical error, that in fact Rs. 150/- had been received by him, that he wrote $5 \times 11 = 70$ by mistake for $5 \times 14 = 70$, and that there are really no grounds for imposing the punishment. That in fact the petitioner made a wrong entry on the challan is not disputed, and it cannot be disputed in face of the entries themselves on Ext. M/10. The petitioner in terms admitted, that he had been guilty of a clerical error. But the important point to be considered is, whether he received Rs. 150/- or only Rs. 135/- on 4th January 1961 in regard to the account of Shri C. Narayanan. In Ext. M/9 the Enquiry Officer presumed, that Rs. 135/- was remitted, and that there was a shortage of Rs. 15/-. He was of the opinion, that in view of the entries made on the challan, the Cashier would have received Rs. 135/-. This conclusion about the existence of shortage is all based upon surmise, and there is no satisfactory proof at all about the same. At the time this petition came on for hearing the memo. Ext. M/11 was filed on behalf of the Bank. It is stated therein as follows:—

"We admit, that no shortage was discovered on the 4th January, 1961."

If no shortage was discovered on 4th January 1961, it is idle to contend, that the workman received only Rs. 135/-, and not Rs. 150/-, and that, therefore, he was negligent in his duties. The workman was reiterating, that in fact there was no shortage, and that he was being asked to reimburse in connection with a non-existent shortage. It is perfectly clear, that there was no shortage of Rs. 15/- in the matter of receiving cash under the challan, referred to above, in respect of the account of Shri C. Narayanan. Therefore, the charge, that the workman was guilty of negligence and breach of duty fails. The imposition of punishment upon the workman is accordingly wrongful, and it cannot be permitted to stand. I find, that the workman is not guilty of negligence, or breach of duty, as alleged on behalf of the management, that the punishment imposed upon the workman is wrongful, and that it must be set aside.

Issue No. 4

11. In the result, the petition is allowed, and the punishment imposed upon the workman, namely severe reprimand, and the entry of the same in the service register, and also the stoppage of his increment for six months, as mentioned in the order dated 1st February 1961 is hereby set aside, and the adverse remarks in the service register will be deleted, and the workman will be paid back the increments withheld from him in consequence of the above order. No order as to costs.

12. An award is passed accordingly.

(Five pages).

11th August, 1961.

Sd./- E. KRISHNA MURTI,
Central Govt. Labour Court, Delhi.

BEFORE THE PRESIDING OFFICER, CENTRAL GOVERNMENT LABOUR
COURT AT DELHI

PRESENT:

Shri E. Krishna Murti, Central Govt. Labour Court at Delhi.

14th August 1961

Application under section 33A of the Industrial Disputes Act, 1947.

I.D. No 107 of 1961

Shri S. Jeyasingh, Senior Clerk, Pandyan Bank Ltd., Suramagalum, Salem-5
Applicant.

Vs.

The Pandyan Bank Ltd., Central Office, P.B. No. 85, Madurai,—*Opposite Party.*

Shri R. V. Nath with Shri Ramanujam for the management.

Shri K. K. Mundal for the workman.

In the matter of Complaint No. 26 of 1961 in Ref. No. 1 of 1960, pending before the National Industrial Tribunal (Bank Disputes) Bombay-1.

AWARD

This is a petition under Section 33A of the Industrial Disputes Act.

2. The petitioner alleges, that the opposite party has contravened Section 33 of the Industrial Disputes Act, that the increment due to him as on 1st January 1961 has not been released, that further the management with-held the salary due to him for the period from 20th December 1960 to 26th December 1960, that there was also stoppage of increment for a year, that the opposite party has inflicted the punishment with a view to victimise the petitioner on account of his refusal to withdraw from the proceeding before the National Tribunal, and because he did not yield to the pressure of the opposite party to resign his membership of the union, and that the Bank should be directed to release the increment due to the petitioner for 1960, and to restore the cut in his emoluments, and set aside the punishment of stoppage of increment for a period of one year.

3. The contention on behalf of the Bank is, that there is no contravention of Section 33, at this petition under Section 33A is not maintainable, that the stoppage of increment and the cut in the salary for 7 days in December were made in the usual course of business in connection with the serious dereliction of duty on the part of the petitioner, that the action taken by the Bank is not by way of victimisation, as alleged, that the petitioner was arrogant, and was lacking in good manners, and was not maintaining discipline in the office, that he absented himself without leave, from 20th December 1960 to 26th December 1960, that he was asked to explain his conduct, that he sent a reply on 27th December 1960 in improper language, that the Managing Director considered his case on the merits, and decided to withhold his salary for the period from 20th December 1960 to 26th December 1960 on account of absence from duty without leave, that his increment for a year was also stopped for the same reason, that the punishment meted out to the petitioner is just and reasonable, that the petitioner cannot complain against the same, and that the petitioner is not entitled to any relief.

4. The issues, that arise for determination, are:—

- (1) Whether there is a contravention of Section 33 of the Industrial Disputes Act?
- (2) Whether the petition, as brought, is maintainable?
- (3) Whether the action taken by the management is lawful and justified?
- (4) To what relief, if any, is the petitioner entitled?

Issues No 1 & 2.

5. The petitioner herein is Shri Jeyasingh, and he was an employee of the Suramangalam Branch of the Pandyan Bank Limited. He was a senior clerk, and working as a Cashier at the material time. The petitioner's case is, that the increment of Rs. 3/-, which accrued due to him on 1st January 1961, was not paid to him, that his emoluments for the period from 20th December 1960 to 26th December, 1960 were also not paid and that he was also visited with the punishment of stoppage of increment for a year. Thus the petitioner's case is, that the action taken by the management is by way of victimisation on account of his union activities.

6. The preliminary objection has been taken by the management, in the counter statement, that there is no contravention of Section 33, and that, therefore, this petition is not maintainable. This objection on behalf of the management was not argued before me and is not pressed before me by Shri R. Ramanujam, the Learned Advocate for the Bank at the time of hearing. I find that this petition is maintainable.

Issue No. 3.

6A. The question next is, whether the action taken by the management is lawful, and justified. It is important to note, that no charge-sheet was ever issued against the workman before inflicting the punishment. No explanation was taken from him, and there was no enquiry. The management have however tried to justify their action at the enquiry in this proceeding.

7. According to the evidence of the workman examined as WWI, he applied for leave on 5th December 1960 from 19th December 1960 to 24th December 1960, inclusive, because he wanted to celebrate Christmas with his family at Sawyerpuram near Tuticorin. He was informed on 8th December 1960, that his leave was not granted. On 9th December 1960 he gave a complaint to the Labour Inspector and a copy thereof is Ext. W/1. The Labour Inspector is said to have visited the office of the Bank and passed an order, that the workman should be granted leave. Ext.

M/4 is said to be a copy of the remarks of the Labour Inspector dated 13th December 1960. On 18th December 1960 a wire was received by the petitioner in terms of Ext. W/2 as follows:—

“Sugirtham not well. Wants you. Start immediately. Dharamraj.”

The workman deposes, that he gave a wire to the Head Office for a week's leave, but he did not get any reply. Then he requested the Agent at Suramangalam for leave for one week, or two days at least. Ext. W/3 is a copy of the application which is addressed to the Managing Director dated 20th December 1960. Therein the workman prayed, that he might be granted the leave applied for. WW1, deposes, that on his giving the application, Ext. W/3, the Agent asked him to proceed on leave, and asked him to hand-over charge to Shri M. Ramchandran. He thereupon absented himself and was absent till 27th December 1960. On that day he resumed duty, but he was served with a memo, Ext. W/4 dated 27th December 1960. Therein he was asked to give an explanation before the next evening, why he refused to do his routine work from 20th December 1960 to 26th December 1960, both days inclusive, and why he absented himself from attending office. The explanation given by the workman is Ext. W/5. Therein he referred to his letter dated 20th December 1960, and he asserted, that an advance copy thereof had been sent to the Central Office. He further stated therein, that the Agent had been pleased to ask Shri M. Ramchandran to take charge of his routine work, and had also allowed him to proceed on leave to Sawyerpuram, to attend on his sick wife, and that it was not true, that he had refused to do routine work, or had absented himself from office. The workman stated, that he had gone on leave, with the knowledge and permission of the Agent. He protested that the memo, dated 27th December 1960 was unjustified. Ext. W/6 dated 9th January 1961 contains the proceedings of the Managing Director. The Managing Director was of the opinion, that Shri Jeyasingh had stagemanaged the telegram as to his wife's illness, when he found, that his prior leave application had been refused, that his absence from 20th to 26th December without sanction, and his leaving the office without handing-over charge in the usual and proper manner, betrayed lack of responsibility, and that as a measure of disciplinary action his salary for the period from 20th to 26th December, 1960 was withheld, and that the increment in his salary for a year was also stopped. Exts. W/7 and 8 are letters in connection with the request by the workman for particulars as to the leave due to him. It will thus be seen, that the management punished the workman by depriving him of his salary from 20th to 26th December 1960, and also by stopping his increment for one year.

8. The contention on behalf of Shri Jeyasingh is, that the punishment imposed upon him is unlawful and unjustified and that it must be set aside. Before proceeding to deal with the merits of the above contention, it is necessary to bear in mind, that the workman has also complained, that the increment of Rs. 3/- which fell due on 1st January 1961 was withheld. It is however now stated before me on either side by Shri Mundal for the workman, and Shri Ramanujam the Learned Advocate for the management, that the said increment has been released, and that the workman has no cause for complaint on this score. Therefore, no questions arise in this petition with reference to the withholding of the increment of Rs. 3/-, that became payable to the workman as on 1st January 1961.

9. The point for determination now, is, whether the action of the management in inflicting the punishment of withholding the increment for one year, and the salary for the period mentioned above is lawful and justified. It will be seen, from a perusal of the Managing Director's letter, that the above punishment was inflicted because the workman absented himself without leave for the period from 20th to 26th December, 1960, both inclusive, and that he left the office without handing over charge in the usual approved manner. I have already referred to the fact, that, even on the workman's own admission, he applied for leave from 19th December 1960 to 24th December 1960, inclusive, even on 5th December 1960, and that the same was refused. It is admitted by the workman in his evidence, that he applied for leave in order to enable him to spend Christmas at home with his family. Because the management did not grant him leave, he complained to the Labour Inspector. The Labour Inspector's remarks, contained in Ext. M/4, are to the effect, that the workman was entitled to leave, and that he should be granted the same. The contention on behalf of the management is, that the workman was not entitled to the leave applied for, and that the Labour Inspector's remarks were unwarranted interference in the Banks affairs. It is admitted in cross-examination by WW1, that in 1960 he had taken 57 days leave. He could have taken leave to the extent of 60 days, because of the leave accumulated to his credit in 1957 and 1958. Even on the admission of the workman, he was entitled only to 3 days leave, having taken 57 days leave out of the 60 days

leave. The remarks of the Labour Inspector are uncalled for, and unjustified, and betray an attempt to interfere with the ordinary routine working of the Bank, which he was not entitled to do. Be this as it may, the workman again applied for leave on 20th December 1960, as can be seen from Ext. W/3. This was on the plea, that his wife was ill at Tuticorin, and that he received a telegram to this effect on the 18th. In this connection the letter dated 20th December 1960 of the Agent, Suramangalam to the Managing Director, Ext. M/18, is relevant. Therein it is mentioned, that on 18th instant Shri Jeyasingh got a telegram addressed to the office, that the Agent received the said telegram, as that day was a Sunday, that on the 19th, when Shri Jeyasingh came to the office, he was shown the telegram, and that then the Agent gave a telegram to the Central Office. Ext. M/1 is the telegram in question, addressed to the Central Office, and it is as follows:—

"Jeyasingh received wire. Wife unwell. Wants leave one week. Please instruct. Wire 181."

A copy of the reply of the Central Office is Ext. M/14 dated 20th December 1960. It is mentioned therein, that Shri Jeyasingh had managed to get a telegram for an excuse to apply for leave, that the management were not in favour of granting leave to the members of the staff on flimsy grounds, that his applying for leave showed lack of responsibility, and that, if and however he insisted, he might be granted 3 days leave, with instructions to join duty on the 27th. On the 20th the telegram Ext. M/10 was sent by the Agent to the Head Office, and it is as follows:—

"Cashier Jeyasingh refused work. Ramachandram taken cash. Approve action. Letter follows." z

The reply of the management is Ext. M/13 dated 21st December 1960. Therein the telegram Ext. M/10 was acknowledged. The management wrote, that they were not inclined to grant Shri Jeyasingh any leave, that in their previous letter dated 20th December 1960 the Agent had been instructed to grant 3 days leave to Shri Jeyasingh, that this permission was now withdrawn, and that the workman should not be granted any leave, without obtaining sanction from the Central Office. The Central Office also sent a telegram as follows:—

"With reference your telegram 20th. Our letter 10107 20th do not grant any leave without our prior sanction."

10. I have already referred to the fact, that on 27th December, 1960 Shri Jeyasingh reported for duty, and then he was served with the memo, dated 27th December, 1960. The contention on behalf of the workman is, that the punishment imposed upon him is wrongful, because, he absented himself only with prior leave and permission granted to him by the Agent. That he did not do work at the Branch Office from 20th December, 1960 to 26th December, 1960, cannot be disputed on the evidence. The management however have contended, that no leave or permission granted to Shri Jeyasingh to absent himself on these days, and that on the contrary, he contumaciously refused to work on the 20th, and that he deliberately refrained from doing work in spite of his not being granted leave or permission. Thus it falls to be determined, whether Shri Jeyasingh was or was not granted leave by the Agent of Suramangalam, for the period now in question. Shri Jeyasingh deposes, in his evidence, that he was granted leave by the Agent, and that the latter also asked him to hand-over charge to Shri Ramachandram. He admits in cross-examination, that there is nothing in writing to show, that the Agent granted him leave. In support of the workman's case, WW2, Shri P. R. Krishnamurthi, a junior Accountant, has been examined. According to him, he was the man next to the Agent at Suramangalam. On the 20th December, 1960 the Agent asked Shri Ramachandram to take complete charge of cash from Shri Jeyasingh, and relieve him. The Agent acted by himself when he asked Shri Ramachandram to take charge from Shri Jeyasingh. WW2 denies the suggestion, that he was deposing falsely in stating, that the Agent asked Shri Ramachandram to take charge from Shri Jeyasingh, and that the Agent granted leave to Shri Jeyasingh. On behalf of the management, the then Agent at Suramangalam, Shri Sundaram, has not been examined. MW1, Shri R. V. Nath, who is the Chief Development Officer of the Bank, deposes, that Shri Sundaram is not in the service of the Bank now. He has himself no personal knowledge, and beyond the record he does not know anything about Shri Jeyasingh's case.

11. On a consideration of the evidence on record, I am of opinion, that the case put forward on behalf of the workman cannot be believed, and I am convinced, that no leave was granted to him to absent himself for the period in

question. It is important to note, that the workman had asked for leave even on 5th December 1960 from 19th to 26th on the ground, that he wanted to celebrate Christmas with his family. Obviously the Bank was not prepared to grant leave, especially at a time when it was the close of the year, and when the Bank generally had to get through a lot of work. The case of the management is, that the petitioner stage-managed the sending of the telegram from his place on the pretended ground of his wife's illness, in view of the fact, that he had been refused leave on an earlier occasion. It is improbable, that the Agent would have granted him leave in the circumstances. Especially is this so, when, according to the workman's evidence, he had already taken 57 days leave in 1960. Moreover, the Agent sent a wire on 19th December, 1960 to the Central Office, i.e. Ext. M/1. He asked for instructions from the Head Office, whether the leave asked for should be granted. The reply is Ext. M/14, dated 20th December, 1960, but this could not have been received in the Suramangalam Office earlier than the 21st. Even in Ext. M/14 there are directions to grant leave only for 3 days. It is improbable that the Agent would have granted the petitioner leave, or permission from the 20th to 26th December, 1960 as prayed for. Again, in Ext. W/3, the application sent on behalf of the workman (same as Ext. M/6), the second and third paragraphs are as follows:—

"Under these critical circumstances, I am handing over charge to the Agent by placing my safe key, leave application, etc. in the presence of Messrs. P. R. Krishnamurthy (532), M. Ramachandran, and C. Natesan (774) of this office before commencement of business today."

"I am also not well. I have no peace of mind. I feel restless from the time of receipt of the telegram. I am unable to work in this state of mind. Hence, I request you to grant me leave for one week at least."

Ext. W/3 contains the remark that it was forwarded to the Central Office. The following further remarks are by the Agent:—

"Relieved under protest since refused to work."

It is improbable, that the Agent ever granted leave or permission to the petitioner in view of the remarks made by him in Ext. M/6, the original leave application given to the Agent. This is also made clear in Ext. M/8, a letter written by the Agent to the Central Office. It is mentioned therein, that on the morning of 20th, the petitioner came to him and asked that he should be relieved immediately, as he could not do work, that he was given the reply, that permission had to be obtained from the Head Office before he was relieved, and that thereupon he repeatedly said, that he could not work, and placed on the table of the Agent, the key, a leave application form, and the letter addressed to the Managing Director. The Agent has further written, that, as the office work could not be made to suffer, he asked Shri Ramachandran to take the key, and take charge of the cash, and that Shri Jeyasingh was relieved under protest. In Ext. M/7, which is a leave application form the workman prayed for leave for 7 days from 20th December, 1960 to 26th December, 1960, on the ground of his wife's illness. The remarks thereon by the Officer Incharge are as follows:—

"Relieved under protest since refused to work."

The name of the substitute is shown to be Mr. M. Ramachandran, apprentice. In view of the documents, referred to above, it is idle to contend, that the petitioner was granted leave of absence, or permission to absent himself in the manner alleged. On the contrary, there can be no doubt, at all, that he refused to work on the ground, that he had no peace of mind, and placed the key on the table of the Agent. The Agent had no other alternative in the interests of the Bank and office routine, except to take charge of the key and cash and allow another clerk, Shri Ramachandran to take charge of the same. The workman was relieved of his post on that day only under protest by the Agent. The fact that the workman was relieved on 20th December, 1960 does not establish, that he was granted leave or permission to absent himself, as contended on his behalf. Moreover, even in the evidence of WW2, it is significant to note, that he deposed, that on the 20th the Agent asked Shri Ramachandran to take complete charge of the cash from Shri Jeyasingh, and relieve him. This was done because the Agent had no option when Shri Jeyasingh refused to do any work, and placed the key on the table of the Agent. On a consideration of the entire

evidence, I am of opinion, that the case of the workman is not worthy of credence. I find, disbelieving the evidence on behalf of the petitioner, that Shri Jeyasingh was not granted leave or permission to absent himself, as alleged by him, and that, on the contrary, when the leave asked for was not granted to him, he deliberately refused to work and placed the key on the table of the Agent, and absented himself during the period now in question, without leave, or permission.

12. The contention has been raised on behalf of the workman, that the action taken by the management against him is by way of victimisation because of his union activities. It is alleged in the petition, that the petitioner had refused to withdraw from the proceedings before the National Tribunal, Reference No. 1 of 1960, and that further pressure had been brought to bear upon him to resign from the union. The workman has gone so far to say, in his evidence, that he met the Managing Director on 7th May, 1960, and that the latter informed him, that, if he gave up his union activities, he would be restored the cut, that had been imposed. All these suggestions are fantastic and I am not prepared to believe the same. These have been put forward merely with a view to escape the consequences of the petitioner's dereliction of duty. I am satisfied, that the action taken by the management is *bona fide*, and that it does not amount to unfair labour practice, or victimisation.

13. It is clear, that the petitioner is guilty of grave dereliction of duty, when he deliberately chose to refuse to do work and absent himself, when leave of absence was not granted to him as required by him. This amounts to grave insubordination and mis-conduct. It cannot be said, that the management were not within their rights in imposing punishment in the circumstances mentioned above. I find, that the petitioner is guilty of mis-conduct and acts subversive of discipline and that the management were right in taking disciplinary action against him.

14. However, the contention has been raised, that the workman had a just cause for absenting himself and that in any case the punishment imposed is much too severe. It is pleaded, that he received a telegram about his wife's illness, and, therefore, he had a good reason to absent himself. The contention on behalf of the management is, that he had earlier applied for leave for spending Christmas at home with his family, that this leave was not granted and that on account of this he staged the telegram. It is also pleaded, that even on his own admission, he had taken 57 days leave, and that he was in the habit of frequently absenting himself to the detriment of the business of the Bank. It cannot be held, that the management were not justified in thinking, that he had staged the telegram in view of the earlier events, and in view of his having taken leave of 57 days in 1960. The medical certificate, Ext. W/9, has now been produced. It is dated 22nd January, 1961. It purports to be granted by one Shri S. J. P. Dorairaj, a Registered Medical Practitioner of Sawyerpuram. It is to the effect, that Mrs. Sugirthum, wife of Shri Jeyasingh, had been under his treatment for Influenza with Pneumonia, complication from 11th December, 1960 to 24th December 1960. It is however pointed out on behalf of the management, that this was not produced at the time when Shri Jeyasingh was asked to give an explanation for his absence. Comment is made on the fact, that it bears the date 22nd January, 1961. It is argued on behalf of the management, that a false medical certificate had been obtained with a view to sustain the petitioner's contention. The evidence of the workman is, that his wife was unwell the whole of December. He had to take her to Vellore Hospital. Ext. W/10 has been produced as the bill given to him for charges incurred in C.M.C. Hospital Vellore. This however relates to the period from 10th April to 14th April, 1961. Ext. W/11 is dated 3rd May 1961, and it contains some instructions to be followed by Mrs. Jeyasingh. I fail to see, how these documents can have any material bearing with reference to the events, that took place in December, 1960. However, there is the fact, of the medical certificate. It shows, that Mrs. Jeyasingh was ill in the month of December. The evidence of the workman is, that when he went home, he found his wife speechless. In view of the circumstances, disclosed by the medical certificate, I am of opinion, that a lenient view should be taken in regard to the matter of imposition of punishment. In my opinion, the punishment of stoppage of increment for one year is much too severe. It is sufficient in the interests of justice to inflict the punishment of withholding of all emoluments for the period from 20th December, 1960 to 26th December, 1960, both inclusive. This is sufficient punishment to meet the ends of justice. I find, that the workman is guilty of mis-conduct in that he deliberately absented himself from work and

refused to work from 20th December, 1960 to 26th December, 1960, without permission, or leave from the management, that the disciplinary action taken against him is lawful and justified, that however the punishment imposed upon him should be reduced to with-holding of emoluments for the period from 20th December, 1960 to 26th December 1960, both inclusive.

15. In the result, the petition is allowed in part, and the punishment of stoppage of increment for a year is set aside, and the punishment imposed upon the workman will be restricted only to the with-holding of emoluments for the period from 20th December, 1960 to 26th December, 1960, both inclusive. There is no order as to costs.

16. An award is passed accordingly.

(Twelve pages)

14th August, 1961.

Sd/- E. KRISHNA MURTI,

Central Govt. Labour Court at Delhi.

BEFORE THE PRESIDING OFFICER, CENTRAL GOVT. LABOUR COURT
AT DELHI.

PRESENT:

Shri E. Krishna Murti, Central Govt. Labour Court at Delhi

16th August, 1961.

Application U/S. 33A of the Industrial Disputes Act, 1947.

I.D. Nos. 101 to 105 of 1961.

I.D. No. 101 of 1961 Shri S. Ganapathy,

I.D. No. 102 of 1961 Shri L. Ganapathy,

I.D. No. 103 of 1961 Shri A. S. Venkataraman,

I.D. No. 104 of 1961 Shri N. S. Viswanathan,

I.D. No. 105 of 1961 Shri M. Javantheeswaran, C/o. Pandyan Bank Employees' Union, Madras (Regd.) 12/13 Angappa Naick Street, Madras-1. *Applicants.*

Vs.

The Management of Pandyan Bank Ltd. by its Managing Director, Pandyan Bank Ltd., Central Office, P.B. No. 85, Madurai.

Opposite Party.

Shri R. V. Nath for the management.

Shri K. K. Mundal for the workman.

In the matter of Complaint Nos. 5, 10, 11, 12, 13 of 1960 in Ref. No. 1 of 1960 pending before the National Industrial Tribunal (Bank Disputes) Bombay-1.

AWARD

These petitions have all been filed under Section 33A of the Industrial Disputes Act.

2. In all the several petitions the respective petitioners have taken objection to the orders of transfer passed by the Bank, transferring them to various stations and it is contended on their behalf, that the Bank has taken the action of transferring them by way of victimisation and unfair labour practice, and that the several petitioners should be transferred back to their original stations, after setting aside the orders of transfer passed in respect of each of them.

3. The contention on behalf of the Bank in the several petitions is, that the order of transfer is *bona fide*, that the same was passed on account of exigencies of business and *bona fide* economic reasons, that the action of the Bank is not by way of victimisation, or unfair labour practice, that the orders of transfer cannot be set aside, and that the petitioners are not entitled to any relief.

4. The issues, that arise for determination in all the petitions, are:—

- (1) Whether the orders of transfer are *mala fide*, and by way of victimisation, and unfair labour practice, as contended on behalf of the petitioners?
- (2) Whether they are *bona fide* for economic reasons, and exigencies of business, as contended on behalf of the management?
- (3) Whether the several orders of transfer are liable to be set aside?
- (4) To what relief, if any, are the several petitioners entitled?

Issues No. 1 and 2.

I.D. No. 101 of 1961.

5. The petitioner in this petition is Shri S. Ganapathy. He is now working in the branch of the Bank at Perambur, Madras. He was originally working at Madurai South. It is alleged by him, in his petition, that he was transferred to Madras by order dated 24th May, 1960, and that this was done with a view to victimise him because of his legitimate trade union activities. It is also alleged, that pressure was brought upon him by the management through coercion on his aged parent to desert the union, and that because he refused to succumb to this pressure, he was transferred. The case of the Bank is, that the transfer of the petitioner to Perambur was in the usual course of business, and in the interests of the Bank, and that the management is not concerned with nor aware of the union activities of the complainant.

6. The order of transfer in question is Ext. W/1. It is to the effect, that Shri Ganapathy was relieved as on commencement of business on 24th May, 1960 to join the Perambur office before the commencement of business on 28th May, 1960. Ext. W/2 is the order directing the petitioner to report for duty at Perambur before commencement of business on 28th May, 1960.

7. Shri Ganapathy has been examined as WW1, and according to his evidence, he got the order of transfer Ext. W/1 on 25th May, 1961. Before this on 24th May the Branch Agent, Shri V. S. V. Mani, came to his house, and pressed him to resign from the union. He also asked his father to advise the witness to resign from the union. The witness refused to resign. Next day he got the order of transfer. At the time the above conversation took place, Shri L. Ganapathy was present. The witness continues, that he obeyed the order of transfer, and left for Madras on 25th May, 1960. Shri L. Ganapathy, WW2, says, that he met Shri V. S. V. Mani along with Shri R. Subramaniam in the house of Shri S. Ganapathy on 24th May at Madurai. Shri V. S. V. Mani was then pressing Shri Ganapathy's father to ask Shri S. Ganapathy to resign from the union, and saying, that otherwise he would suffer consequences. Thereafter he left. It is in the evidence of this witness, that, he is unmarried, and that he was staying in the house of Shri S. Ganapathy. It was in the night of 24th May, that the above conversation took place between Shri V. S. V. Mani and Shri S. Ganapathy's father. This was about 9 P.M. In cross-examination this witness says, that he has nothing to say against Shri V. S. V. Mani. WW3 is Shri V. Subramaniam Iyer, who is a retired District Board employee. He is the father of Shri S. Ganapathy. He stated that in June last year one Shri Mani Iyar, the Agent of Madurai South, came to him. He did not know Shri Mani before. Shri Mani asked the witness to persuade his son to resign from the union. The witness replied, that his son was old enough to take care of himself, and that he could not do anything. Shri Mani became ruffled when this answer was given, and he made the witness understand, that he would suffer for it. Shri L. Ganapathy was present then. His son got an order of transfer the next day. In cross-examination this witness says, that Shri Mani told him, "your son will be tortured". Thus it has been attempted to be shown, that the workman was transferred because he refused to resign from the union, and he and his father resisted the pressure brought on them to make him resign from the union, by Shri V. S. V. Mani, the Agent of the Bank at Madurai South.

8. The evidence of MW1, Shri R. V. Nath, who is the Chief Development Officer of the Bank, is, that transfers were effected in the usual course of business. None of the persons transferred suffered any prejudicial change in their service conditions. All the transfers were effected on account of business considerations, and exigencies of service. In between 1954 and 1959 there were about 100 transfers. Between 1st April, 1960 and 14th June, 1960 103 transfers were effected, and Ext. M/13 is the list of transfers. The Bank has 84 offices inclusive of Central Office.

9. On a consideration of the evidence on record, I am of opinion, that the transfer of the workman is not a colourable exercise of the power of transfer by the Bank, that it is not *mala fide* and that it was not done by way of victimisation, or unfair labour practice. That transfer was one of the incidents and conditions of service, cannot be disputed. This is clear from the Rule and Regulations of the Bank. Moreover, Ext. M/7 is the application for being employed in the Bank given by Shri S. Ganapathy. Column No. 9 is as follows:—

"If prepared to serve in any part of India." The answer is "yes".

Ext. M/8 is the agreement, that was executed between Shri S. Ganapathy on the one hand, and the Bank on the other. In paragraph 1 the employee undertook to serve the Bank either at Madurai or elsewhere as the Bank determined from time to time. Ext. M/9 is the service-sheet of the employee. It shows, that he was first entertained as an apprentice in December 1955. He was not transferred at all till May, 1960. He had all the time been serving only in Madurai. It is idle to contend, that the Bank had no right to transfer him to Madras, or that the transfer to a new station after the workman had been retained in Madurai for four years, is a colourable exercise of the powers of transfer vested in the management, or that it betrays a desire on the part of the management to victimise the workman. Reliance is placed on the evidence, that has been adduced on behalf of the workman, that he was transferred on account of his union activities. I do not believe all this evidence. Neither do I believe, that pressure was brought to bear upon him by Shri V. S. V. Mani, and that Shri L. Ganapathy was a witness to the conversation. There is no mention at all in the petition of the fact, that it was Shri V. S. V. Mani, that threatened the workman in the manner stated by the witness. What is mentioned in paragraph 3 is, that much pressure was brought on the workman and his father by the management through coercion on his aged parent to desert the union. Moreover, according to the evidence of Shri S. Ganapathy, WW1, he was acquainted with Shri Mani, as Agent of the Branch. Shri Mani had nothing against him. The evidence of WW2, Shri L. Ganapathy, is, that he has nothing to say against Shri V. S. V. Mani. It is in the evidence of the father, that Shri Mani had never come to him before at any time, and that he did not know him before. He further states, that his son had worked under Shri Mani, and that he never complained against him at any time. It is also not without significance, that at first the father of the petitioner, Shri V. Subramaniam, stated, that it was in June last year, that the alleged conversation took place. He corrected himself later, and stated, that the conversation was on the day before the day on which his son got the order of transfer. I do not believe the evidence, that has been adduced on behalf of the workman, and I am not prepared to hold, that he was transferred because of his union activities, or because he refused to resign from the union. All this evidence does not carry conviction. On the contrary, according to the evidence of Shri Javantheswaran, WW5, every member of his union is an active member. The theory that Shri S. Ganapathy was transferred because of his union activities, and because he refused to resign from the union is not entitled to belief, and it cannot be accepted.

10. Nextly, it has been attempted to be shown, that Shri S. Ganapathy was transferred especially to inconvenience him, in view of the situation at home. What is stated in his evidence is, that his mother was seriously ill, and had been suffering from heart trouble, and also from about a month prior thereto. The evidence of the father is, that, on account of his wife's illness, his son took leave. This was six months prior to the order of transfer. At that time his son was proposed to be transferred to Madras, but that proposal was dropped. His son was granted leave. It is not as though, that the Bank had not taken into account the fact of the mother's illness. Even on an earlier occasion there was a proposal to transfer Shri S. Ganapathy to Madras, but that proposal was dropped, because of his mother's illness. It cannot be said, that the Bank for all time to come were obliged to keep Shri S. Ganapathy only at Madurai. The evidence of the father is, that he and his son would like to live together. No doubt, this desire is laudable, but cannot be gratified for all time to come. His son as an employee of the Bank is bound to obey the orders of the Bank. Apart from this, it does not appear, that the workman made any representations, or request to the Bank to be retained at Madurai for sometime on account of his mother's illness. Instead, the petitioner appears to have filed this petition before the National Tribunal in June, 1960.

11. The next contention, that has been urged, is, that in fact there was no need for Shri S. Ganapathy to be transferred to Madras. It is alleged in the

petition, that, when he went to Perambur, there was already a Cashier, who was relieved to join the Madras Office, and that he replaced another who was transferred to the Accounts Department, just to accommodate the employee. The evidence of Shri S. Ganapathy is, that there was already a Cashier at Madras, when he was transferred. He himself was without work for about 15 days. Then the other Cashier was transferred to the Accounts Section. In cross-examination he admits, that one Cashier was transferred from Perambur to Madras, and that he was posted in his place. He was far senior to that Cashier. I am unable to hold, that there is anything in the transfer to suggest, that the management did not act *bona fide*. Apparently, Shri S. Ganapathy was a senior Cashier, and was transferred to Perambur in place of the Cashier, who was transferred from Perambur to Madras. On a consideration of the entire evidence, I am of opinion, that the contention on behalf of the workman, that his transfer to Perambur is *mala fide*, and is an act of unfair labour practice, and victimisation, is not entitled to weight and, on the contrary, the evidence establishes beyond doubt, that the transfer is *bona fide*, and that it was done for business considerations, and in the exigencies of service, and no exception can be taken to the same. I find, that the transfer of Shri S. Ganapathy is *bona fide* that it is not *mala fide*, and that it is not an act of unfair labour practice, or victimisation, on account of his union activities, and that the same cannot be set aside.

I.D. No. 102 of 1961.

12. The petitioner herein is Shri L. Ganapathy, who was working as senior Accountant in the Central Office of the Bank at Madurai. His case is that he took active interest in the formation of the Pandyan Bank Employees' Union, but his action was viewed with disfavour, and he was transferred all of a sudden to Bangalore by order dated 24th May, 1960. The contention on behalf of the workman is, that the management in transferring him were motivated by a desire to victimise him for his union activities. It is prayed, that the order of transfer should be cancelled, and that the petitioner should be transferred back to Madurai.

13. The case of the management is, that the transfer was effected in the usual course of business, and in the interests of the Bank, and that the management were not concerned with, or aware of the union activities of the workman. It is further explained, that one of the Accountants of Bangalore Branch went on sick leave, that he extended his leave indefinitely, and that the Bank was obliged to transfer Shri L. Ganapathy.

14. On behalf of the workman, Ext. W/3 has been produced as the order of transfer dated 24th May, 1960, by which he was transferred to Bangalore office in place of Shri S. P. Chellappa, who was granted leave. In Ext. W/4 dated 3rd June, 1960 the Bank directed, that the transfer of Shri L. Ganapathy to the Bangalore Office was made permanent.

15. In the first place, the contention, that has been raised on behalf of the workman is, that his transfer to Bangalore is against the provisions of the Sastry Award. It will be seen, that Paragraph 536 of the Sastry Award provides, that in the case of workman, not belonging to the subordinate staff, as far as possible, there should not be transfer outside the State, or the language area in which the employee has been serving, except with his consent. The contention on behalf of the workman is, that he was transferred from Madras State to Bangalore, Mysore State, that, whereas Madras is a Tamil area, Bangalore is a Kannada area, and that, in these circumstances, the transfer offends the provisions of Paragraph 536 of the Sastry Award.

16. The contention on behalf of the Bank in answer is two-fold. First, it is urged, that the Sastry Award has no application to the Pandyan Bank. This contention receives support from the decision of the Bank Award Commission at page 178, (Paragraph 7) wherein it is stated, that the Pandyan Bank would be governed by the terms of the agreement entered into between it and its employees.

17. The second contention is, that even taking the provisions of the Sastry Award into account, the transfer does not offend the same. Even, as mentioned in the Sastry Award, there should be no transfer to a different State, or to a different language area, except with the consent of the workman concerned. Ext. M/1 is the application given by Shri L. Ganapathy for employment in the Pandyan Bank. Paragraph 9 is as follows:—

"If prepared to serve in any part of India." The answer is "yes".

Ext. M/2 is the agreement executed between Shri L. Ganapathy and the Bank. In paragraph 1 it is mentioned, that the workman agreed to serve the Bank at

Madurai or elsewhere as the Bank determined from time to time. Ext. M/3 is the service-sheet of the employee, and it shows, that for the first time, he was transferred from Madurai to Bangalore. He was at Madurai for about 4 years. It is idle to contend, that the transfer of the petitioner from Madurai to Bangalore offends the provisions of the Sastry Award, when the workman had expressly agreed 'to serve in any part of India.

18. In the second place, the contention on behalf of the workman is, that, even granting, that the Bank had the power to transfer him to Bangalore, still his transfer to Bangalore is not *bona fide*, but is by way of victimisation for his union activities. The evidence of Shri L. Ganapathy, WW2, is, that he met Shri V. S. V. Mani at Shri S. Ganapathy's house. There is not a word in the evidence of WW2, that Shri V. S. V. Mani threatened him in any manner, because of his union activities, or pressed him to resign from the Union. WW2 admits, that his transfer to Bangalore was the first transfer after his joining the Bank. He served at Madurai for four years. The Bank had nothing against him. He got three increments. He has also nothing to say against Shri V. S. V. Mani. I am not prepared to hold, that he was transferred because of his union activities, or that the transfer was anything but *bona fide*.

19. This workman has however given evidence, that, when he reached Bangalore, there were two senior Accountants, and Agent, and that after he took charge, there were three senior Accountants, including himself. One senior Accountant was transferred three months after he was posted at Bangalore. It is contended on behalf of the workman, that there was really no work for him at Bangalore, and that he was shifted to Bangalore from Madurai, even though there was no work for him there, because of his union activities. This contention is not entitled to weight. Obviously, this workman was transferred in the place of one Shri S. P. Chellappa, who was granted leave. Ext.W/4 shows, that Shri S. P. Chellappa was on leave indefinitely, and that, therefore, the transfer of Shri L. Ganapathy to Bangalore was confirmed. It is perfectly obvious, that the transfer of the workman to Bangalore was *bona fide*, and that his transfer was confirmed there, because of exigencies of business. Moreover, the evidence of the workman as, that after he went to Bangalore, he found, that there was trouble between the Agent and the Accountant, and some malpractices were going on. The service-sheet of the workman shows, that he was granted three increments, and that he was also promoted. The Bank had nothing against him. It is in the evidence of Shri R. V. Nath, that in 1959 the Branch in Bangalore was opened. This is the only one in Mysore State. It is clear from the evidence, that Shri L. Ganapathy a senior Accountant was posted in place of the Accountant, who took leave. This transfer also is part of the general scheme of transfer, as is evidenced by Ext. M/3.

20. Taking all circumstances into consideration, I find, that the transfer of Shri L. Ganapathy to Bangalore is *bona fide*, that it is not *mala fide*, that there is no colourable exercise of power on the part of the Bank in transferring Shri L. Ganapathy to Bangalore, that it is not an act of unfair labour practice, or victimisation, and that the workman is not entitled to have the transfer order set aside.

I.D. No. 103 of 1961.

21. The petitioner herein is Shri A. S. Venkataraman, who was working as a senior clerk in the Grand Central Branch of the Bank at Madurai. According to his case, he was evincing active interest in the affairs of the Union. The management viewed this action with disfavour. Therefore, he was transferred to Sivakasi by order dated 1st June, 1960. It is alleged by the petitioner, that the transfer is not *bona fide*, and that it was effected with a view to victimise him for his legitimate trade union activities.

22. The contention on behalf of the Bank is, that the complaint is baseless and unsustainable, that the petitioner was transferred from Grand Central Branch to Sivakasi in the usual course of business, and in the interests of the Bank, and that he agreed to serve in any part of India.

23. No documents have been filed with reference to this workman, and there is no other evidence on his behalf. The contention, that the order of transfer is *mala fide*, or that it was effected as a matter of victimisation, is not tenable. His transfer also is in accordance with the General scheme of transfers. I find, that the transfer of the petitioner, Shri A. S. Venkataraman is *bona fide*, that it is not *mala fide*, that it is not a colourable exercise of power on behalf of the management, that it is not an act of victimisation, or unfair labour practice, and that the petitioner is not entitled to relief as claimed.

I.D. No. 104 of 1961..

24. In this petition the petitioner is Shri N. S. Viswanathan, who was till recently working in the Madurai Office of the Bank as a junior Cashier. He was transferred to Yercaud Office of the Bank by order dated 23rd May, 1960. The petitioner alleges, that he was transferred by the management with a view to victimise him for his lawful trade union activities. It is further contended, that he suffered monetary loss in his emoluments on account of the transfer, and that he was transferred from a higher area to a lower area.

25. The contention of the Bank is, that the management have not altered the conditions of service in any manner, that the transfer was effected in the usual course of business, and in the interests of the institution, that he had been transferred on previous occasions, that it is not true, that he suffered monetary loss in his total emoluments, and that, on the contrary, there is an increase in emoluments, and that he is not entitled to question the order of transfer.

26. On behalf of the workman, Ext. W/5 is produced as the order dated 23rd May, 1960, by which he was transferred to Yercaud Office. He was directed to take charge before commencement of business on 26th May, 1960. The workman wrote the letter Ext. W/6 dated 23rd May, 1960, to the effect, that the transfer had been effected with a view to victimise him for taking part in enrolling members for the newly formed Pandyan Bank Employees' Union, Madras, and that he accepted the transfer under protest. The management replied by Ext. W/7, intimating, that the letter of the workman disclosed impertinence, that he was severely warned against repetition of the same, and that the Bank was not concerned with, nor was aware of the union activities of the workman. Exts. W/8 and W/8A are orders of relief, with instructions to report for duty at Yercaud Office.

27. The workman in question has been examined as WW4. According to him, he was canvassing for membership of the Union. The Union was established in April, 1960. Shri V. S. V. Mani used to live near his room. He used to see the union members coming to his room frequently. The witness continues, that he was the first to sign in the petition to the National Tribunal. This witness also says, that his father too was approached to make him resign from the union. When his attention is drawn to Exts. M/10 and M/11, the witness admits execution of the same. Ext. M/10 is the application for employment with the Bank, and therein he agreed to serve in any part of India. Ext. M/11 is the agreement between him and the Bank, and therein also he agreed to serve at any place determined by the Bank from time to time. Ext. M/12 is the service-sheet, which shows, that he was originally employed at Palni Office. He was then transferred to Coimbatore and from Coimbatore to Madurai, and from Madurai to Yercaud. The witness admits, that he did not object to the previous transfers. There is no doubt at all, that the workman was transferred in accordance with the conditions of service applicable to him. The contention, that he was transferred to Yercaud, because of his union activities, and because he was canvassing for membership, is not entitled to weight. There is no doubt at all, that his transfer is part of the general scheme of transfers, as shown in Ext. M/13.

28. There is also evidence on behalf of the Bank to show, that this Cashier was transferred to Yercaud because the person in whose place he was transferred, Shri Shankarnarayanan, was ill. The evidence of MW1 on behalf of the management is, that Shri Shankarnarayanan was in Shencottah before transfer to Yercaud. He was in Shencottah ever since he joined service. He was not well, and was suffering from Eczema from some years. He made a representation, supported by medical certificate, and, therefore, he was transferred. Exts. M/14, 15, and 16 are the medical certificates, showing, that Shri Shankarnarayanan was ill, and that he was under treatment in 1959 and 1960. Ext. M/17 is his representation to the Central Office. It is stated therein, that he had been suffering from old lupus vulgaris with secondary infection, for which he was undergoing treatment, and that he could not remain in Yercaud for want of medical facilities. It is clear, therefore, that Shri Viswanathan was transferred in place of Shri Shankarnarayanan who had to be transferred out of Yercaud on account of his ill health. The witness admits, that he is unmarried, and it is clear, that he was chosen to go to Yercaud to relieve Shri Shankarnarayanan. He also admits that there was nothing against him at the Branch, and that Shri V. S. V. Mani never met him at any time. It is futile to contend, that the management were ill disposed towards him, and that they wanted to transfer him on account of his union activities.

29. It is however argued, that, as a result of the transfer, he has suffered adversely, and that his emoluments have become reduced. The contention on behalf of the Bank is, that his emoluments have become enhanced. Shri Viswanathan admits, that he is getting Hill Station Allowance. Neither the documents, nor his evidence, are sufficient to establish, that the transfer to Yercaud has brought about prejudice in service conditions, or emoluments. This contention also cannot be supported.

30. On a consideration of the evidence, I have no doubt at all, that this allegation, that the transfer of this workman to Yercaud is *malà fide*, and that he was transferred as an act of victimisation and unfair labour practice on account of his union activities, is unfounded, and is a mere invention for the purpose of this proceeding. The action of the management in transferring him to Yercaud is *bona fide* and was effected in the usual course of business of the Bank, and in the interests of the Bank. The transfer in question cannot be interfered with.

I.D. No. 105 of 1961.

31. The petitioner herein is Shri M. Javantheeswaran, who was working in the Madurai South Office of the Bank as a junior Cashier. He was transferred to Quilon by order dated 26th May, 1960. The petitioner alleges, that the management transferred him to Quilon with a view to victimise him for his union activities.

32. The contention on behalf of the Bank is, that the petitioner's complaint is baseless and unsustainable, and that the workman was transferred to Quilon in the interests of the Bank, and in the ordinary course of business, that there is no change in his emoluments, and that there are no merits in the complaint.

33. The order of transfer of Shri M. Javantheeswaran is Ext. W/9 dated 26th May 1960, and he was directed to report himself at the Quilon Office before commencement of business on 30th May, 1960. Ext. W/10 is the order granting relief. Ext. W/11 is the letter dated 27th May, 1960, written by the workman to the Agent at Madurai South, and it is to the effect, that the transfer to Quilon had been effected to victimise him for his lawful trade union activities, that he was an active worker of the Pandyan Bank Employees' Union, that he had been elected as Branch Representative for Madurai, and that he had accepted the transfer under very strong protest. In Ext. W/12 dated 3rd June, 1960 the Managing Director wrote, that his letter disclosed impertinence, and that he was severely warned against repetition of the same. He was further informed, that the Bank was not concerned with, or aware of his union activities.

34. In the first place, it has been contended, that the transfer in question is against the provisions of the Sastri Award. What is urged before me is, that the workman was transferred outside the State of Madras to Quilon, which is in Kerala, that he was also transferred from Tamil area to Malayalam area, a different language area, and that this is opposed to the provisions of Paragraph 536 of the Sastri Award. The contention on behalf of the Bank in answer is twofold. Firstly, it is pleaded, that the Sastri Award has no application to the Pandyan Bank. This contention receives support from the decision of the Bank Award Commission, at 178 as already referred to.

35. The second contention is, that, even according to the provisions of Paragraph 536 of the Sastri Award, the workman was transferred to Quilon with his consent. Ext. M/4 is the application of this workman for employment in the Bank, and therein he expressed his readiness and willingness to serve in any part of India. Ext. M/5 is the agreement executed between Shri M. Javantheeswaran and the Bank, and therein also the workman agreed to serve either at Bodinayakanur or elsewhere. Therefore, in view of his willingness and consent to work in any part of India, it is futile for the workman to contend, that his transfer outside the State of Madras and to a different language area is invalid.

36. In the second place, the contention on behalf of the workman is, that his transfer is *malà fide*, and not *bona fide*, and that he was sent to Quilon because of his union activities. Shri Javantheeswaran has been examined as WW5. According to him, he is an active member of the union. On the day previous to his transfer, Shri S. Ganapathy was transferred to Perambur. The employees wanted to have an agitation against the management on account of this transfer. He told the Agent, Shri V. S. V. Mani, that they were going to hold a demonstration. On the same day, he was transferred to Quilon. He, admits in cross-examination, that he had been transferred to Madurai from Bodinayakanur in

1956. He was in Madurai for four years. The management never had occasion to find fault with him. He worked under Shri V. S. V. Mani for one year. The witness admits, that he had no occasion to complain against Shri Mani to the management at any time. It is idle to contend, that the action of the management is *mala fide* and that the workman was transferred to Quilon because of his union activities. The witness has had the hardihood to admit, that the employees wanted to hold a demonstration by way of agitation against the transfer of Shri S. Ganapathy to Perambur. This was a thoroughly unjustified move and I fail to see, how the workmen had any right to indulge in such activities, when the management had the right to transfer an employee from one office to another. This really gives an inkling as to the mentality of the workmen. The petitions, objecting to the transfer, are really not justified at all. The contention, that the transfer of Shri Javantheeswaran was on account of his union activities is baseless, and unsustainable. According to him, every member of the union is an active member, and by this token no member of the union can ever be transferred from one place to another by the management. Such a frivolous contention can never be accepted. The contention on behalf of the petitioner, that his transfer to Quilon is *mala fide*, and on account of his union activities, is untenable, and must be rejected.

37. It has next been argued, that by transfer to Quilon, the workman suffered reduction in emoluments. It is stated in his evidence, that he was getting Rs. 111/- at Madurai, and that at Quilon he draws Rs. 108/-. He admits, that he is getting Rs. 108/- according to the rules, and Rs. 3/- reduction has not been effected only in his case. Any person in his position, who goes to Quilon, will suffer this reduction of Rs. 3/-. It is not possible to hold, that this workman was sent to Quilon in order to effect reduction in his emoluments. Any person, who is transferred to Quilon has got to suffer this reduction. There is no force in the contention on behalf of the workman, that this shows the *mala fides* of the management.

38. Another contention, that has been urged, is, that there were already two Cashiers, when Shri Javantheeswaran was transferred to Quilon, and that there was no necessity for his transfer to that place. It is not open to the workman to dictate the manner in which the Bank has to carry on its business. On the contrary, the workman admits in his cross-examination, that there is full work for all of them at Quilon. It is clear, that the transfer was effected in the interests of business, and in the interests of the Bank.

39. Taking all circumstances into consideration, I find, that the transfer of Shri Javantheeswaran to Quilon is not *mala fide*, that is not an act of unfair labour practice, or victimisation, that it is *bona fide*, and that it cannot be set aside.

Issues No. 3 and 4.

40. In view of my findings in all the several petitions, as above, the impugned orders of transfer cannot be set aside, and they must be allowed to stand. None of the petitioners is entitled to any relief in any of the petitions.

41. In the result, all the several petitions are dismissed. No order as to costs.

42. An award is passed in each of the petitions accordingly and as above.
(Seventeen pages)
16th August, 1961.

Sd./- E. KRISHNA MURTI,

Central Govt. Labour Court at Delhi.

BEFORE THE PRESIDING OFFICER, CENTRAL GOVT. LABOUR COURT AT DELHI,

PRESENT:

Shri E. Krishna Murti, Central Govt. Labour Court at Delhi,

11th August, 1961.

Application U/S. 33A of the Industrial Disputes Act, 1947.

I.D. No. 149 of 1961.

Sri S. M. Natarajan, C/o. Pandyan Bank Ltd., Sivakasi—Complainant.

Vs.

The Pandyan Bank Ltd., Central Office, P.B. 85, Madurai—Opp. Party.

Shri R. V. Nath—for the management.

Sri K. K. Mandal—for the workman.

In the matter of Complaint No. 71 of 1961 in Ref: No. 1 of 1960, pending before the National Industrial Tribunal (Bank disputes) Bombay-1.

AWARD

This is a petition under Section 33A of the Industrial Disputes Act.

2. The petitioner, Shri S. M. Natarajan, alleges, that the opposite party, the Pandyan Bank Limited, has contravened the provisions of Section 33, that he was serving as a Messenger in the Sivakasi Branch of the Bank, that as on 31st December, 1960 his basic salary was Rs. 20/-, that according to the time-scale applicable to him, he was entitled to increment of Rs. 1.50, that this fell due on 1st January, 1961, that the opposite party withheld the increment, that this amounts to punishment by way of victimisation, and that the Bank may be directed to release the increment due to the petitioner.

3. The contention on behalf of the Bank is, that the application is not sustainable, that there is no contravention of Section 33, that there is no stoppage of increment due to the petitioner, that the increment was given to him on 4th March, 1961, with retrospective effect from 1st January, 1961, and that he is not entitled to any relief.

4. The Issues, that arise for determination, are:—

- (1) Whether the petition, as brought, is maintainable?
- (2) Whether there is a contravention of Section 33 of the Industrial Disputes Act?
- (3) Whether the petitioner is entitled to the increment in question?
- (4) To what relief, if any, is the petitioner entitled?

Issues No. 1—4.

5. This is a petition under Section 33A of the Industrial Disputes Act.

6. At the time this petition came on for hearing, Shri Mandal, the learned representative on behalf of the workman, stated, that he was not pressing the petition on behalf of the workman, and he also made an endorsement on the application to this effect. In view of the fact, that the petition is not pressed, the points mentioned above do not arise for determination.

7. In the result, the petition is dismissed as withdrawn, and not pressed. No order as to costs.

8. An award is passed accordingly.

(Two pages)

11th August, 1961.

Sd./- E. KRISHNA MURTI,
Central Govt. Labour Court, Delhi.

BEFORE THE PRESIDING OFFICER, CENTRAL GOVT. LABOUR COURT AT
DELHI.

PRESENT:

Shri E. Krishna Murthi, Central Govt. Labour Court at Delhi.

10th August, 1961.

Application U/S. 33A of the Industrial Disputes Act, 1947.

I.D. No. 141 of 1961.

Shri S. Muthusamy, C/o. Pandyan Bank Ltd., Sivakasi—*Complainant*.

Vs.

The Pandyan Bank Ltd., Central Office, P.B. No. 85 Madurai—*Opposite Party*.

Shri R. V. Nath—*for the management*.

Shri K. K. Mandal—*for the workman*.

In the matter of Complaint No. 63 of 1961 in Ref: No. 1 of 1960, pending before the National Industrial Tribunal (Bank disputes) Bombay-1.

AWARD

This is a petition under Section 33A of the Industrial Disputes Act.

2. The petitioner alleges, that the opposite party has contravened the provisions of Section 33 of the Industrial Disputes Act, that he was a Messenger in the Sivakasi Branch of the Bank, that on 31st December 1960 the petitioner's basic pay was Rs. 31.75, that the next increment of Rs. 1.50 fell due on 1st January 1961, that the opposite party with-held the said increment, that this amounts to punishment and victimisation, and that the opposite party may be directed to release the increment due to the petitioner.

3. The contention on behalf of the Bank is, that there is no contravention of Section 33, that the petition, as brought, is not maintainable, that there was no stoppage of increment, that the petitioner had reached on 1st December 1960 the maximum salary in the grade prescribed for him, that his promotion to higher grade will have to be considered in due course, that it is not true that the workman has been victimised in any manner, and that the petitioner is not entitled to any relief.

4. The issues, that arise for determination, are:—

- (1) Whether there is a contravention of Section 33 of the Industrial Disputes Act?
- (2) Whether the petition, as brought, is maintainable?
- (3) Whether the petitioner is entitled to release of increment, as claimed?
- (4) To what relief, if any, is the petitioner entitled?

Issues No. 1-4.

5. This is a petition under Section 33A of the Industrial Disputes Act.

6. At the time this petition came on for hearing, Shri Mundal, the learned representative of the workman, stated, that the petition was withdrawn, and was not pressed. An endorsement was made to this effect on the petition today. In view of the fact, that the petition is not pressed, the points mentioned above, do not arise for determination.

7. In the result, the petition is dismissed as withdrawn, and not pressed. No order as to costs.

8. An award is passed accordingly.

(Two pages)

10th August, 1961.

Sd./- E. KRISHNA MURTI,
Central Govt. Labour Court, Delhi.

BEFORE THE PRESIDING OFFICER, CENTRAL GOVT. LABOUR COURT AT DELHI.

14th August, 1961.

PRESENT:

Shri E. Krishna Murti. Central Govt. Labour Court at Delhi.

Application U/S. 33A of the Industrial Disputes Act, 1947.

I.D. No. 100 of 1961.

Shri L. Narayanaswamy C/o Pandyan Bank Employees' Union Madras (Regd.)
12/13 Angappa Naick Street, Madras-1.—Applicant.

Vs.

The Management of Pandyan Bank Ltd., Central Office, Pandyan Bank Ltd.,
Post Box No. 85 Madurai—Opposite Party.

Shri R. V. Nath with Shri Ramarajam Advocate—for the management.

Shri K. K. Mundal for the workman.

In the matter of Complaint No. 3 of 1960 in Ref. No. 1 of 1960, pending before the National Industrial Tribunal (Bank dispute) Bombay-1.

AWARD

This is a petition under Section 33A of the Industrial Disputes Act.

2. The petitioner's case is, that the opposite party has been guilty of contravention of Section 33, that he is an active member of the Pandyan Bank Employees' Union, Madras, that the Bank viewed his action with disfavour, that he was transferred to Adirampattinam, a remote place all of a sudden by letter dated 9th May 1960, that the petitioner obeyed the order of transfer, that his emoluments have now been reduced to the extent of Rs. 55/-. that the transfer was to victimise the petitioner, and that the management be directed to rescind the order of transfer.

3. The contention on behalf of the management is, that there is no contravention of Section 33, that the transfer of the petitioner from Madras to Adirampattinam was done in the usual course of business, that no exception can be taken to the same, that the transfer has no adverse effect, and that there are no grounds at all for acceding to the prayer of the petitioner for rescinding the order of transfer.

4. The issue, that arises for determination, is:—

Whether the order of transfer should be set aside?

5. The petitioner was working in the George Town Branch of the Bank at Madras. He was transferred to Adirampattinam in May, 1960. Ext. W/1 is the order of transfer dated 9th May 1960, by which the petitioner, who was junior Agent, Madras Office, was posted to be Incharge of Adirampattinam Office. He was asked to takeover charge before the commencement of business on 14th May 1960. Ext. W/2 is the further order for relieving him at the close of business on 11th May 1960. Ext. W/3 dated 11th May 1960 is the order according to which he was relieved from the Madras Office as on 11th May 1960 to report himself for duty at his new station. The workman sent the letter, Ext. W/4, objecting to the transfer, and also stating, that he might be permitted to stay on in Madras for at least two months. Ext. W/5 is the reply, acknowledging the receipt of the letter, but the transfer order was not rescinded.

6. The contention on behalf of the petitioner is, that the order of transfer is *malā fide*, that it is a colourable exercise of the power vested in the management, and that it is against the terms of the Sastry Award. In the first place, the contention on behalf of the Bank in answer is, that the Sastry Award has no application to it. This contention must be accepted, because the Pandyan Bank is to be governed by an agreement entered into with the employees, as is clear from the decision of the Bank Commission at page 178, Paragraph 7.

7. In the second place, even apart from the above, and even taking the provisions in the Sastry Award, I see no sufficient grounds for holding, that the transfer is objectionable in any manner. In the Sastry Award the directions about transfer are contained in Paragraph 536. What is mentioned is, that in general the policy should be to limit the transfers to the minimum consistent with banking needs, and efficiency. In the case of workman not belonging to subordinate staff, there should be no transfer outside the State, or the language area, in which the employee has been serving, except with his consent. Paragraphs 550 and 551 relate to joining time, and transfer. There is no minimum joining time fixed, but the maximum joining time is, that it shall not exceed six days, inclusive of the number of days spent on travelling. I fail to see, how the order of transfer now in question offends the terms of the Sastry Award. The workman was working in Madras, and he was transferred to Adirampattinam, the same language area in the same state. The contention has been raised, that the transfer to Adirampattinam has affected the workman adversely. In the petition it is alleged, in paragraph 5 that this resulted in reduction of emoluments to the extent of Rs. 55/-. In his present evidence, the petitioner says, that he suffered loss of Rs. 30/- as a result of transfer. This was because there was a cut in the house rent allowance by Rs. 5/-. The city allowance of Rs. 25/- was withdrawn. These were consequential on the transfer to Adirampattinam, and there are no grounds for holding, that these amount to prejudicial interference with the conditions of service. Even, as the workman himself has admitted, Rs. 25/- was being given in Madras as city allowance. When he was transferred to an area outside Madras City, he lost his claim to have the allowance. WW1 has also admitted, that the employees of the Bank are entitled to get this only when working in Madras. Ext. M/4 is the order to this effect. Therefore, I fail to see, how it can be held, that with-holding of this allowance,

which is payable only in Madras City, can amount to prejudicial interference with the conditions of service. The payment of this allowance was to be restricted to employees serving in Madras City. Nextly, it is stated, that the house rent allowance was reduced by Rs. 5/-. The evidence of the workman is, that he was getting house rent allowance of Rs. 30/-. He now gets only Rs. 25/-. The house rent allowance of Rs. 30/- was payable so long as the employee was working in Madras City. In Ext. M/6, the workman was informed, that, if he stayed outside office premises, he would be given a house rent allowance of Rs. 25/- per month. It is in the evidence of the workman, that his predecessor was staying in the spare room in the office premises, but nevertheless was drawing the house rent allowance of Rs. 25/- per month. The management cannot be expected to pay Rs. 30/-, house rent allowance, payable in Madras City, in Adirampattinam. Therefore, in this view also there is no alteration of the condition of service to the prejudice of the workman.

8. It is also important to see, that the workman agreed in Exts. M/1 and 2 to serve the Bank at any place in India. It is however argued, that the workman was posted to Adirampattinam in Tanjore District, an area, with which he was not familiar. This contention also is untenable. He admits, that he had worked as Relieving Junior Agent in Tanjore, and Kumbakonam, and that he had experience of working in Tanjore District, though for a short period. The above contention also is of no force.

9. Lastly, the contention has been raised, that the workman was transferred because of his union activities. It is alleged, that one Shri Natesa Iyer, and Shri Vaidya Nathan asked him to resign from the union, and join the staff association, that he replied, that he could not resign from the union, and that thereupon the order of transfer was issued on 10th May 1960. It is in the evidence of the workman, that there are two unions viz. The Pandyan Bank Employees' Union, and the Staff Association, which is pro-management. Shri Vaidya Natha Iyer was the Secretary of the Staff Association. WW1 says, that Shri Vaidya Natha Iyer appealed to him to be a member of the Association. He contradicted himself, and said, that it was Shri Natesa Iyer, that asked him to join the Association. If the members of the Staff Association asked him to resign from the Union, and become a member of the Staff Association, I am unable to hold, that the transfer was effected by the management because of the Union activities of the workman. This is but a pretence, and no weight can be attached to this plea.

10. Taking all circumstances into consideration, I find, that the transfer of the petitioner is in no way objectionable, that this is *bona fide*, that it is not *mala fide*, and a colourable exercise of power on the part of the management, and that it cannot be rescinded, as prayed for by the workman.

11. In the result, the petition is dismissed. No order as to costs.

12. An award is passed accordingly.

(Four pages)

14th August, 1961.

Sd/- E. KRISHNA MURTI,
Central Govt. Labour Court, Delhi.

BEFORE THE PRESIDING OFFICER, CENTRAL GOVERNMENT LABOUR
COURT AT DELHI

14th August, 1961

PRESENT:

Shri E. Krishna Murti, Central Government Labour Court at Delhi.

Application U/S 33A of the Industrial Disputes Act, 1947.

I.D. No. 99 of 1961

Shri S. Muthuswamy, C/o. Pandyan Bank Employees' Union, Madras (Regd.),
12/13. Angappa Naick St., Madras-1—Applicant.

Vs

The management of Pandyan Bank Ltd., Central Office, P.B. No. 85, Madurai—
Opposite Party.

Shri R. V. Nath with Shri R. Ramanujam—for the management.

Shri K. K. Mundal—for the workman.

In the matter of Complaint No. 2 of 1960 in Ref. No. 1 of 1960, pending before
the National Industrial Tribunal (Bank Disputes) Bombay-1.

AWARD

This is a petition under Section 33A of the Industrial Disputes Act.

2. The petitioner alleges, that he was an employee at the Triplicane Branch of the Bank, that he was transferred to Bangalore, that such transfer is not *bona fide*, that the transfer was motivated to victimise him for his lawful trade union activities, and that the said order of transfer should be set aside.

3. The contention on behalf of the Bank is, that the order of transfer is in the interests of the Bank, and in the usual course of business of the management, that the Bank is not concerned with or aware of the union activities of the complainant, that the workman was transferred to Bangalore in the interest of business, that there is no alteration in the conditions of service, and that the petitioner is not entitled to any relief.

4. The issue, that arises for determination, is:—

Whether the order of transfer should be set aside as prayed for?

5. The petitioner was employed in the Branch of the Bank at Triplicane. By Ext. W/1, dated 12th May, 1960, he was transferred to Bangalore Office. He was directed to report himself for duty before commencement of business on 16th May, 1960. Ext. W/2 is the representation on behalf of the workman, praying, that he might be re-transferred to Madras. Therein the workman alleged, that the order of transfer was an act of victimisation for legitimate trade union activities. In the reply, Ext. M/1, dated 16th May, 1960, the management wrote, that they were not aware of nor concerned with the union activities of the petitioner, and that his protest was meaningless, and was ignored.

6. The contention on behalf of the petitioner is, that the action of the management in transferring him to Bangalore is by way of victimisation for his trade union activities, that it is *mala fide*, and that it should be set aside. The contention on behalf of the Bank is, that it is *bona fide* and that the transfer was effected in the usual course of business. In this connection the workman has drawn attention to the provisions of the Sastry Award, relating to transfers. At the outset, the management have raised the objection, that the Sastry Award has no application to the Pandyan Bank, because of the fact, that it has been specifically laid down, that the Bank will be governed by the terms of agreement entered into between it and its employees in the Bank Award Commission, as can be seen from page 178 Paragraph 7 of the same. There is no doubt, that the contention of the Bank is well founded in view of the decision of the Bank Award Commission. But, even apart from the above, and taking the provisions of the Sastry Award, relating to transfers as contained in Paragraphs 536, 550 and 551, I am unable to hold, that there is any infringement of the provisions thereof. No doubt, in Paragraph 536 there is a direction, that no transfer should be effected as far as possible outside the State, or the language area, in which the employee has been serving except with his consent. On the facts of the present case, the workman was transferred outside the State of Madras, where he was serving to the State of Mysore. He was also transferred outside the Tamil area of Madras to the Kannada area of Mysore. Granting this, no exception can be taken to the transfer, because even in the Sastry Award such a transfer can be effected with the workman's consent. Ext. M/2 is the agreement, entered into with the Bank by the workman, and therein he agreed to serve the Bank either at Tirunelveli or elsewhere as the Bank determined from time to time. In view of this express condition of service, agreed to by the workman, it is futile to contend, that the provisions of the Sastry Award have been infringed by the transfer to Bangalore. It is however argued, that the workman was transferred to Bangalore on account of his trade union activities. The workman has deposed as WW1, that one of the Agents, Shri V. S. V. Mani, asked him to resign from the union, and said that if he resigned, he would be transferred back, that he refused, that thereupon Shri Mani said, that the management would give him trouble. All this evidence does not carry conviction, and this has all been put-forward merely with a view to impeach the order of transfer on some ground or other. In cross-examination the workman says, that he did not mention about all this in his protest letter. Moreover, Shri V. S. V. Mani, who is said to have come and told him, as above, mentioned all this only after his transfer to Bangalore. It is idle to contend, that the transfer was effected by way of victimisation of the workman. On the contrary, it is clear, that the order of transfer was made *bona fide*, and in the exigencies of business. The workman himself has admitted, that he was given praise for having developed the business of the Bank. He got a prize for building deposits in the Bank continuously for three years. Ext. M/5 has been referred to in this connection. Ext. M/6 is the letter addressed to the Managing Director by the petitioner, thanking him for having awarded him the first prize in appreciation of canvassing work done by him during the deposit drive incentive period,

and assuring him that he would continue to work sincerely for the prosperity of the Bank. It is clear from the evidence, that the Bangalore Office was opened in July, 1959, or thereabouts. The workman has stated, that there was someone necessary there for development work. The contention on behalf of the management is, that the petitioner, who was very good at development work, was sent to Bangalore in the interests of the institution, for developing business there. This the Bank was entitled to do, and the action of the Bank is nothing but *bona fide*. Taking all circumstances into consideration, I find, that the transfer of the petitioner to Bangalore is *bona fide* that it is not an act of victimisation, that it is not *mala fide*, that there is no alteration of the conditions of service, and that the workman is not entitled to have it rescinded. He is not entitled to any relief.

8. In the result, the petition is dismissed. No order as to costs.

9. An award is passed accordingly.

(Four pages)

14th August, 1961.

Sd./- E. KRISHNA MURTI,
Central Government Labour Court At Delhi.

BEFORE THE PRESIDING OFFICER, CENTRAL GOVERNMENT LABOUR
COURT AT DELHI

PRESENT:

16th August, 1961

Shri E. Krishna Murti, Central Government Labour Court at Delhi.

Application U/s. 33A of the Industrial Disputes Act, 1947.

I.D. Nos. 118, 126, 144, 145 and 150 of 1961,

I.D. No. 118 of 1961 Shri V. Sankaran,

I.D. No. 126 of 1961 Shri T. N. Venkateswaran,

I.D. No. 144 of 1961 Shri V. Krishnan,

I.D. No. 146 of 1961 Shri S. Solaimalai,

I.D. No. 150 of 1961 Shri S. Venkataraman, C/o. The Pandyan Bank Ltd.,
Sivakasi—Applicants.

Vs.

The Pandyan Bank Ltd., P.O. No. 85, Madurai—Respondent.

Shri R. V. Nath with Shri Ramanujam, Advocate—for the management.

Shri K. K. Mundal—for the workmen.

In the matter of Complaint Nos. 37, 45, 66, 68, 72 of 1961 in Ref. No. 1 of 1960, pending before the National Industrial Tribunal (Bank Disputes) Bombay-1.

AWARD

These are several petitions under Section 33A of the Industrial Disputes Act.

2. It is alleged by the several petitioners, that they are all senior clerks in the several branches of the Pandyan Bank, that they are being paid salary and allowance according to the time scale in force, that the increment of Rs. 3, which fell due and payable as on 1st January, 1961, has not been paid to them by the Bank, and that the opposite party should be directed to release the said increment.

3. The contention on behalf of the Bank, is, that the several petitions are not maintainable, as brought, that there has been no stoppage of increment to the petitioners, as they reached on 1st December, 1960, the maximum salary in the grade prescribed for the several petitioners, that there is no scope for grant of further increments, that there has been no victimisation, and that the petitioners are not entitled to any relief.

4. The issues, that arise for determination, are:—

- (1) Whether the several petitions, as brought, are maintainable?
- (2) Whether the several petitioners are entitled to the increments, claimed?
- (3) To what relief, if any, are the several petitioners entitled?

Issue No. 1.

5. All these petitions have been heard together, as common questions arise, and the common evidence has been marked in I.D. No. 118 of 1961. Both parties

have dispensed with oral evidence, and have contented themselves by filing documents in support of their respective contentions. All these petitions are disposed of by a common judgment.

6. The allegations in the several petitions are practically similar. The complaint of the several petitioners is, that they have not been given the increment of Rs. 3, that fell due to them on 1st January, 1961, and that such withholding of increment amounts to punishment under Section 521(5)(d) of the Sastri Award and contravention of Section 33 of the Industrial Disputes Act. It is urged for the petitioners, that the several workmen were entitled to receive the increment of Rs. 3 as from 1st January, 1961, and that withholding of the same by the management without any lawful reason, amounts to contravention of Section 33(1) of the Industrial Disputes Act, as the question of service conditions and increments is before the National Tribunal. The objection by the Bank that there is no contravention of Section 33 and that these petitions are not maintainable, has not been pressed before me by Shri S. N. Krishnamurthi Aiyar for the management. I find that the petitions are maintainable.

Issue No. 2

7. The next question is with reference to the claim of the several petitioners to the increments claimed by them. According to them, they are all senior clerks, and they became entitled to receive an increment of Rs. 3 as from 1st January, 1961, on which date such increment became due, and payable. The contention however on behalf of the Bank is, that these several petitioners are not entitled to recover the said increment. According to the Bank, they are all in the scale, 45-3-60. They all reached the maximum of the scale, i.e. 60. Therefore, they cannot exceed the scale, and they are not entitled to any further increment.

8. Taking the case of each of the several workmen, Shri V. Sankaran, the petitioner in I.D. No. 118 of 1961 was confirmed as per Ext. M/7 in October, 1956. It is mentioned therein, that Shri V. Sankaran was confirmed as a senior clerk on a salary of Rs. 51 per month in the grade of 45-3-60, with effect from 1st September, 1956. He was eligible to receive an allowance of Rs. 25 from that date. Ext. M/8 is the letter acknowledging the receipt of Ext. M/7.

9. In I.D. No. 126 of 1961 Ext. M/9, dated 16th March, 1958, is the order of the Bank confirming Shri T. N. Venkateswaran apprentice Madras Office, as a senior clerk on a salary of Rs. 57 in the grade of 45-3-60 with effect from 13th March, 1959. He was eligible for dearness allowance of Rs. 25, and Madras City allowance of Rs. 10. Ext. M/10 is the letter by the workman, acknowledging receipt of Ext. M/9.

10. Shri V. Krishnan, the petitioner in I.D. No. 144 of 1961, was confirmed as per Ext. M/5, which is to the effect, that he was confirmed as a senior clerk on a salary of Rs. 51, in the grade 45-3-60, with effect from 13th September, 1956. He was also eligible for an allowance of Rs. 25 from that date.

11. The petitioner in I.D. No. 146 of 1961, Shri S. Solaimalai, received the letter, Ext. M/3, whereby he was confirmed as a senior clerk on a salary of Rs. 51 in the grade of 45-3-60 with effect from 8th September, 1956, and he was also eligible for an allowance of Rs. 25 from that date. The said workman acknowledged the receipt of the letter by Ext. M/4, dated 20th October, 1956, and he assured the Bank of his best possible service.

12. Lastly, in I.D. No. 150 of 1961 the petitioner Shri S. Venkataraman, was confirmed by letter Ext. M/1, dated 18th October, 1956. It is to the effect, that he was confirmed as a senior clerk on a salary of Rs. 51 in the grade 45-3-60 with effect from 16th September, 1956, and he was also eligible for allowance of Rs. 25.

13. The contention on behalf of the Bank is, that the several workmen were employed in the time scale, 45-3-60, that they have all now reached the maximum, and, therefore, they are not entitled to receive any further increment, as the time scale stops at Rs. 60. The contention on behalf of the workmen is, that there is one running time scale 45-3-95, and that, therefore, they are entitled to recover the increment, as claimed. In paragraph 3 of the re-joinder filed on behalf of the workmen it is alleged, that the single time-scale of 45-3-75-5-95, applicable to the workmen, has been deliberately split up by the opposite party in order to enable the Bank to deprive the workmen of their legitimate dues. The answer on behalf of the Bank is, that they have merely acted in accordance with the service conditions. Ext. M/6 contains the service regulations, and it sets out the scale of pay for the permanent staff of the Bank. In clause (c) we have the categories of clerks. The time scale applicable to them is 45-3-60. It is

accordingly urged, that the several workmen are only senior clerks in the category (c), and that they are not entitled to any further increment.

14. It will however be seen, that in category (b) there are junior accountants, and junior cashiers. The salary scale for them is 60—3—75. For senior accountants and senior cashiers the salary scale is 75—5—95. It is the case of the workmen, that in fact the cashiers and accountants are only senior clerks, and that there is no time scale 45—3—55, and that the several petitioners are entitled to recover the amount of Rs. 3 the increment, as claimed by them, and which fell due to them as on 1st January, 1961, in the scale 60—3—75. It seems to me, that the contention on behalf of the workmen must be up-held. It will be seen, that in the service regulations, the time scale fixed for category C is 45—3—60. But it is admitted on behalf of the management by Shri R. Ramanujam the Learned Advocate for the Bank, that everyone of the petitioners now in question is receiving Rs. 30 as Dearness Allowance. This is payable only to junior accountants, junior cashiers, senior accountants, and senior cashiers. For clerks the dearness allowance is only Rs. 25. There is considerable force in the contention on behalf of the workmen, that the fact, that the several petitioners are being paid Rs. 30 dearness allowance, which is payable to employees in category B, is itself indicative of the fact, that the workmen have been really placed in the scale 60—3—75, and that, therefore, they are entitled to get the increment of Rs. 3. The only explanation, that is put forward before me on behalf of the Bank by Shri R. Ramanujam is, that the amount of Rs. 30 is being paid to the several workmen *ex-gratia*. There is no satisfactory evidence in support of the same, and this explanation cannot be accepted. On the contrary, it may be seen, that Ext. W/2 establishes, that Shri C. Shivagaminathan, whose designation is senior clerk, is getting the salary of Rs. 66, and dearness allowance of Rs. 30. It is expressly mentioned therein, that increment was granted with effect from 1st January, 1961, and that his emoluments were as stated above. This shows that a senior clerk is in the scale 60—3—75. In this connection reference may also be made to Rule 41 of the Service Conditions, which deals with pay and allowances. It is mentioned therein as follows:—

“Allowance shall only be payable to employees for actually at the time fulfilling the conditions entitling them to such allowance.”

If each of the workmen is receiving Rs. 30 dearness allowance, that is because each is fulfilling the conditions entitling them to such allowance. This can only be on the hypothesis, that each of them is in the grade 60—3—75. Otherwise the payment of Rs. 30 as dearness allowance cannot be explained. Therefore, it is clear, that these workmen had been placed in the grade 60—3—75, and each of them is entitled to recover Rs. 3 increment, which fell due on 1st January 1961.

15. In the second place, it is important to note, that it is established on the evidence, that there are a number of other workmen, designated as senior clerks, but who are in receipt of higher emoluments in the scale 60—3—75. I have already referred to Ext. W/2, which shows, that senior clerk, Shri Sivagaminathan, is getting Rs. 66 as from 1st January, 1961. It is clear, that he was earlier in receipt of the increment of Rs. 3, and that his salary became raised to Rs. 63 from Rs. 60. This could only be in the scale of 60—3—75. It is, therefore, significant, that a senior clerk is being paid Rs. 66 in the above-mentioned scale in spite of his continuing to be a senior clerk. Again, Ext. W/3 has been produced on behalf of the workmen as containing the list of persons, who have crossed the maximum as for clerks in December, 1960. There is reference to 6 or 7 workmen in this list, and the designation of each one of them is senior clerk. They all have reached the maximum Rs. 60. Two of them Sarvaswari N. Arumugam (No. 4) and C. Sivagaminathan (No. 5) are drawing Rs. 66. It is, therefore, significant, that persons, designated senior clerks, have been placed in the scale 60—3—75. Otherwise it is not possible to explain, how they are getting Rs. 66, and Rs. 63. If some of the senior clerks have been placed in the scale 60—3—75, I fail to see how the petitioners alone can be deprived of the benefit of such scale. This amounts to unfair discrimination, and cannot be justified.

16. It is however argued on behalf of the management, that receiving salary in the scale 60—3—75 can only be by way of promotions, that the clerks in category C must be promoted to category B before they can claim the benefit of the scale 60—3—75, and that, therefore, the workmen's contention cannot be upheld. In other words, it is argued, that it is the designation that matters, and that it is only when the clerks in category C are promoted to the posts of junior cashiers, and junior accountants, that they can get the benefit of the scale 60—3—75. This contention is untenable. From the documents produced on behalf of the workmen it is clear, that it is not the designation, that matters. Even persons, designated as senior clerks, are getting the salary as in the time scale 60—3—75, as is clear

from Exts. W/2 and 3. It is not pretended, that these persons have been designated as junior accountants or junior cashiers. There is also the additional fact, that these persons have been getting dearness allowance, that is permissible only for the employees in category B. The above contention on behalf of the Bank must be rejected.

17. On a consideration of the entire evidence, I am of opinion, that all the several petitioners are entitled to the benefit of the scale 60—3—75. The Bank has unlawfully deprived them of the benefit of the increment, that fell due on 1st January, 1961. Each of them is entitled to recover the increment of Rs. 3 per month as from that date. I find accordingly.

Issue No. 3.

18. In the result, all the several petitions are allowed, and each of the petitioners shall recover from the Bank, the annual increment due at the rate of Rs. 3 per month for the year 1961, as from 1st January, 1961, and the Bank is directed to pay the same to them. There will be no order as to costs.

19. An award is passed accordingly in each of the several petitions.

(Seven pages)

16th August, 1961.

Sd./- E. KRISHNA MURTI,

Central Government Labour Court, Delhi.

BEFORE THE PRESIDING OFFICER, CENTRAL GOVERNMENT LABOUR COURT AT DELHI

16th August 1961

PRESENT:

Shri E. Krishna Murti, Central Government Labour Court at Delhi.
Application U/s. 33A of the Industrial Disputes Act, 1947.

I.D. No. 136 of 1961

Shri G. Viswanathan, C/o. Pandyan Bank Ltd., Theagarayanagar, Madras-17—
Complainant.

Vs.

The Pandyan Bank Ltd., Central Office, P.B. 85, Madurai—*Opposite Party.*

Shri R. V. Nath with Shri Ramanujam—*for the management.*

Shri K. K. Mundal—*for the workman.*

In the matter of Complaint No. 55 of 1961 in Ref. No. 1 of 1960, pending before the National Industrial Tribunal (Bank Disputes), Bombay-1.

AWARD

This is a petition under Section 33A of the Industrial Disputes Act.

2. The petitioner alleges, that he is a workman in Pandyan Bank, serving as a Messenger in the Theagarayanagar Branch, according to the time scale in force for the post, as shown in Annexure "A" that he has been so fitted in the time scale, that the annual increment in the scale fell due on the 1st January of every year, that he was drawing Rs. 20 as basic pay on 31st December, 1960, that the next increment of Rs. 1.25 fell due on 1st January, 1961, that the opposite party withheld the said increment without any justification, that the Bank inflicted the punishment of withholding the increment on account of the petitioner's refusal to withdraw from the proceedings before the National Tribunal in Reference No. 1 of 1960, that further he did not yield to the pressure of the Bank to resign his membership of the union, that the Bank has inflicted the punishment of stoppage of increment by way of victimisation, and that the Bank should be directed to release the increment due to him.

3. The case of the Bank is, that the application put in by the workman is not sustainable in law, that there is no contravention of Section 33 of the Industrial Disputes Act, that there was no stoppage of increment due to the petitioner, that the increment due to him was given on 4th March, 1961, with retrospective effect from 1st January, 1961, that there was some delay in sanctioning the increment, that it is not true, that the petitioner has been victimised in any manner on account of his taking part in the proceedings before the National Tribunal, and that the petitioner should be dismissed.

4. The issues, that arise for determination, are:—

- (1) Whether there is a contravention of Section 33 of the Industrial Disputes Act?
- (2) Whether the petition, as brought, is maintainable?
- (3) Whether the petitioner is entitled to the increment, as claimed?
- (4) To what relief, if any, is the petitioner entitled?

Issues No. 1—4.

5. This is a petition under Section 33A of the Industrial Disputes Act, filed by one Shri G. Viswanathan, employed as a Messenger in the Theagarayanagar Branch of the Bank.

6. At the time this petition came on for hearing, Shri Mundal, appearing for petitioner stated, that he was not pressing the petition, and that it was withdrawn. An endorsement was also made to this effect on the petition. Accordingly, the above mentioned issues do not arise for determination.

7. In the result, the petition is dismissed, as not pressed, and withdrawn. There is no order as to costs.

8. An award is passed accordingly.

(Two pages).

Sd./- E. KRISHNA MURTI,

The 16th August, 1961.

Central Government Labour Court, Delhi.

BEFORE THE PRESIDING OFFICER, CENTRAL GOVERNMENT LABOUR COURT AT DELHI

16th August, 1961.

PRESENT:

Shri E. Krishna Murti, Central Government Labour Court at Delhi.

Application U/s. 33A of the Industrial Disputes Act, 1947.

I.D. No. 134 of 1961

Sri P. Pattabiraman, C/o Pandyan Bank Ltd., Theagarayanagar, Madras-17—
Applicant.

Vs.

The Pandyan Bank Ltd., Central Office, P.B. No. 85, Madurai—*Opposite Party.*

Shri R. V. Nath with Shri Ramanujam *for the management.*

Shri K. K. Mundal *for the workman.*

In the matter of Complaint No. 53 of 1961 in Ref. No. 1 of 1960, pending before the National Industrial Tribunal (Bank Disputes), Bombay-1.

AWARD

This is a petition under Section 33A of the Industrial Disputes Act.

2. The petitioner alleges, that he is a senior Accountant in the Theagarayanagar Branch of the Bank, that his salary and allowances are paid according to the time scale in force for the post, as per Annexure 'A', that he has been fitted in the said time scale, so that the annual increment falls due on the 1st January of each year, that he was getting Rs. 95, basic pay, on 31st December, 1960, that the next increment due to him was Rs. 7 50, that it fell due to him on 1st January, 1961, that this was with-held by the management, without any justification, that the with-holding of the said increment was by way of punishment for the petitioner's refusal to withdraw from the proceedings before the National Tribunal in Reference No. 1 of 1960, that further the petitioner did not yield to the pressure of the Bank exerted on him, with a view to make him resign his membership of the union, that the stoppage of increment is also by way of victimisation, and that accordingly the opposite party may be directed to release the increment due to the petitioner.

3. The case of the Bank is, that the application put in by the petitioner is not sustainable in law, that there is no contravention of Section 33 of the Industrial Disputes Act, that there has been no stoppage of increment due to the petitioner.

as he reached on 1st December, 1960, the maximum in the grade prescribed for him, that, therefore, there is no scope for grant of further increment in that grade, that it is not true, that the petitioner has been victimised in any manner, and that the workman is not entitled to any relief.

4. The issues, that arise for determination, are:—

- (1) Whether there is a contravention of Section 33 of the Industrial Disputes Act?
- (2) Whether the petition, as brought, is maintainable?
- (3) Whether the petitioner is entitled to the increment asked for?
- (4) To what relief, if any, is the petitioner entitled?

Issues No. 1—4.

5. This is a petition filed under Section 33A of the Industrial Disputes Act by Shri P. Pattabiraman, working as a Senior Accountant in the Theagarayanagar Branch of the Bank.

6. At the time this petition came on for hearing, Shri Mundal on behalf of the petitioner stated, that he was not pressing the petition, and an endorsement was made to this effect on the petition by him. Accordingly, the above issues do not arise for determination.

7. In the result, the petition is dismissed as not pressed, and withdrawn. No order as to costs.

8. An award is passed accordingly.

(Two pages).

The 16th August, 1961.

Sd./- E. KRISHNA MURTI,
Central Government Labour Court, Delhi.

BEFORE THE PRESIDING OFFICER, CENTRAL GOVT. LABOUR COURT AT
DELHI.

16th August, 1961.

PRESENT:

Shri E. Krishna Murti,
Central Govt. Labour Court at Delhi.

Applications U/S. 33A of the Industrial Disputes Act, 1947.

I. D. Nos. 108 to 117, 119 to 125, 127 to 133, 135, 137-140, 142, 143, 145, 147, 148, 151, 152, 153 and 154 of 1961.

I.D. No. 108 of 1961 Shri T. A. Balakrishnan, I. D. No. 109 Shri A. Venugopal, I. D. No. 110 Shri P. S. Badri Narayanan, I. D. No. 111 Shri V. Gopalakrishnan, I. D. No. 112 Shri S. Thiagarajan, I. D. No. 113 Shri R. Somanathan, I. D. No. 114 Shri K. R. Rajagopalan, I. D. No. 115 Shri R. Balasubramaniyan, I. D. No. 116 Shri P. D. Paulpandyan, I. D. No. 117 Shri V. Srinivasan, I. D. No. 119 Shri S. Ganapathy, I. D. No. 120 Shri R. Gopalakrishnan, I. D. No. 121 Shri P. Thulasidas, I. D. No. 122 Shri P. Varadachary, I.D. No. 123 Shri R. Rajagopalan, I. D. No. 124 Shri S. Kothandaraman, I. D. No. 125 Shri M. G. Lakshmana Shoney, I. D. No. 127 Shri S. K. Sabapathy, I. D. No. 128 Shri R. Venkataraman I. D. No. 129 Shri R. Anantha Raman, I. D. No. 130 Shri S. Krishnamurthy, I. D. No. 131 Shri C. Shanmugam, I. D. No. 132 Shri T. S. Varadasubramaniam, I. D. No. 133 Shri S. Srinivasan, I.D. No. 135 Shri K. Hariharan, I.D. No. 137 Shri C. S. Janakiraman, I. D. No. 138 Shri R. Srinivasan, I. D. No. 139 Shri M. S. Muthuswamy, I.D. No. 140 Shri A. Durairaj, I.D. No. 142 Shri S. M. Mariappan, I.D. No. 143 Shri A. S. Vankataraman, I. D. No. 145 Shri C. Sivakaminathan, I. D. No. 147 Shri A. V. Kasthurirangan, I. D. No. 148 Shri S. Venkataraman, I. D. No. 151 Shri M. Lakshminarayanan, I. D. No. 152 Shri S. Panchapakesan, I. D. No. 153 Shri M. Vethanarayanan, I. D. No. 154 Shri R. S. Subbaraman, as represented by the Pandyan Bank Employees' Union Madras (Regd.) Madras—*Applicants*.

Vs.

The Pandyan Bank Limited, Central Office, P.B. No. 85, Madurai.—*Opposite Party*.

Shri R. V. Nath with Shri Ramanujam—for the management.

Shri K. K. Mundal—for the workmen.

In the matter of Complaint Nos. 27, 28, 29 to 36, 38 to 44, 46 to 52, 54, 56, 57, 58, 59, 64, 65, 67, 69, 70, 73 to 76 of 1961 respectively in Reference No. 1 of 1960 pending before the National Industrial Tribunal (Bank Disputes), Bombay-1.

AWARD

These are several petitions filed under Section 33A of the Industrial Disputes Act.

2. The allegations in the several petitions are similar and they are to the effect, that the petitioners are all workmen employed in the Pandyan Bank Limited in different capacities, that their salaries and allowances are paid according to the time scale in force for the particular post concerned, as shown in Annexure 'A', that the several workmen have been fitted in the said time scale, so that the annual increment fall due on the 1st January every year, that as on 31st December 1960, the basic pay of the several petitioners was as shown in the several petitions, that having regard to the time scale, the next increment due to the several petitioners fell due on 1st January 1961, that the opposite party withheld the said increment, without reason, that the opposite party has inflicted a punishment on the several petitioners for their refusal to withdraw the several petitions before the National Tribunal, that the said punishment of stoppage of increment is by way of victimisation, and that accordingly the opposite party should be directed to release the increment due to the several petitioners.

3. The contention on behalf of the Bank is, that the several applications are not sustainable in law, that the Bank has not contravened any provisions of Section 33 of the Industrial Disputes Act, that these petitions are not maintainable under Section 33A, that there has been no stoppage of increment due to the petitioners, that the increments due to the several petitioners were given on 4th March 1961, with retrospective effect from 1st January 1961, that there has been only delay in sanctioning the increments as the Bank took some time to review the position, that it is not true, that the several petitioners have been victimised for taking part in the proceedings before the National Tribunal, and that the several petitions are unnecessary.

4. The following issues arise for determination:—

- (1) Whether the several petitions, as brought, are maintainable?
- (2) To what relief, if any, are the several petitioners entitled?

Issue No. 1.

5. These several petitions have been filed under Section 33A of the Industrial Disputes Act.

6. These several petitions have been tried together at the request of parties, as common questions arise, and are disposed of by a common judgment.

7. The complaint of the several petitioners is, that the increments due to them in the time scale applicable to them, and which fell due on 1st January 1961, have not been paid to them without any rhyme or reason, that this amounts to punishment, as in Para 521(5)(d) of the Sastry Award, and that the Bank should be directed to release the increments due to them. It is the case of the workmen, that the increment fell due on 1st January 1961, and that it should have been paid at least on or before 25th January 1961. It is admitted by the Bank in their counter statement, that the increment was released only on 4th March 1961. These several petitions were filed before the payment of the increment in question. It does not appear from the record, that any communication was sent to the several petitioners by way of explanation of the delay in the matter of grant of increment. The objection taken by the Bank, that there is no contravention of Section 33 and that these several petitions are not maintainable, has not been pressed before me by Shri S. N. Krishnamurthy Aiyar for the Bank. I find, that the petitions are maintainable.

8. The question next is, whether the several petitioners are entitled to the relief claimed. The relief, that is prayed for in all the several petitions is, that the opposite party may be directed to release the increment due to the petitioners. It is common ground, that the Bank released the increment by 4th March 1961. Each of the petitioners has accordingly received the increment that was due to him. Therefore, there is no further relief, that can be given to the several workmen.

9. It is explained in the course of arguments on behalf of the Bank, that there was some delay in the matter of release of increment, because of the fact, that the Bank had to review and assess its position in view of the general set back in banking business, and consequent steep fall in advances, and deposits in the Bank, making the future gloomy. In this connection it has been contended on behalf of the workmen, that it was only after they filed petitions for directing the Bank to pay increments due to them before the National Tribunal, that the authorities of the Bank thought fit to release the same. Ext. W/1-26 have been filed on behalf of the

workmen. It is argued by Shri Mundal, that the copies of the petitions filed before the National Tribunal were also sent to the Bank by registered post, but that the Bank refused to receive the same. It is seen from the record, that the several petitions reached the National Tribunal on 6th March 1961. There can be no doubt at all, that the workmen sent copies of their several petitions to the Bank by registered post. It is fair to infer, that it was only after these petitions had been filed before the National Tribunal, that the Bank thought fit to release the increments. Of course it was made to appear, that the increments were released from 1st January 1961. I am not prepared to hold, that the explanation offered on behalf of the Bank, as set out above, affords sufficient justification for withholding the increments, that fell due to the several petitions in the time scale, applicable to them. Be this as it may, in view of the fact, that the petitioners' increments have been released, and paid to them, there is no further relief, that need be awarded to the several petitioners. I find, that, as the increments, that have been withheld, have been released and paid to the several workmen, no further relief need be granted in these petitions.

10. In the result, all the several petitions are dismissed as unnecessary at this stage. There is no order as to costs.

11. An award is passed accordingly.

(Four pages)

The 16th August, 1961

Sd./- E. KRISHNA MURTI,
Central Govt. Labour Court, Delhi.
[No. 56(14)/61-LRIV.]

S.O. 2182.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following awards of the Labour Court, Delhi, in the matter of applications under section 33A of the said Act from certain ex-employees of the Pandyan Bank Limited.

BEFORE THE PRESIDING OFFICER, CENTRAL GOVT. LABOUR COURT AT DELHI

14th August, 1961

PRESENT:

Shri E. Krishna Murti, Central Govt. Labour Court at Delhi.

Application U/S 33A of the Industrial Disputes Act, 1947.

I.D. No. 182 of 1961

Shri M. Ganesan, No. 6, Muthukalathi Chetty Street, Triplicane, Madras-5—
Complainant.

Vs.

The Pandyan Bank Ltd., Central Office, P.B. No. 85, Madurai—*Respondent.*

Shri R. V. Nath *for the management.*

Shri K. K. Mundal *for the workman.*

In the matter of Complaint No. 87 of 1961 in Ref. No. 1 of 1960, pending before the National Industrial Tribunal (Bank Disputes) Bombay-1.

AWARD

This is a petition under Section 33A of the Industrial Disputes Act.

2. The petitioner alleges, that he was entertained in the service of the Bank as an apprentice, that he completed the period of apprenticeship on 1st December 1960, that he was all of a sudden informed that his services were dispensed with on 4th January 1961, that such termination amounts to a prejudicial alteration of the conditions of service, that it is against the principles of natural justice, and that the petitioner should be re-instated in service, together with back wages.

3. The contention on behalf of the Bank is, that the termination of service is quite lawful, that there is no contravention of the provisions of Section 33, that the petition is not maintainable, that the petitioner was only an apprentice, that he could be absorbed in the permanent service of the Bank only if it was found, that his work was satisfactory, that he failed miserably in the examinations held

by the management, that, therefore, the management of the Bank terminated his service on 4th January 1961, that the action of the Bank is quite lawful, and that the workman is not entitled to any relief.

4. The issues, that arise for determination, are:—

- (1) Whether there is a contravention of Section 33 of the Industrial Disputes Act?
- (2) Whether the petition, as brought, is maintainable?
- (3) Whether the termination of service of the petitioner is wrongful?
- (4) Whether the petitioner is entitled to re-instatement, and back wages, as claimed?
- (5) To what relief, if any, is the petitioner entitled?

Issues No. 1—5.

5. This is a petition under Section 33A of the Industrial Disputes Act.

6. At the time this petition came on for hearing, Shri Mundal for the Union, and who represented the petitioner, stated, that this petition was not pressed. An endorsement was also made to this effect on the petition today. Accordingly, the petition is dismissed, as withdrawn, and not pressed. No order as to costs.

7. An award is passed accordingly.

(Two pages).

The 14th August, 1961.

Sd./- E. KRISHNA MURTI,
Central Government Labour Court at Delhi.

BEFORE THE PRESIDING OFFICER, CENTRAL GOVT. LABOUR COURT AT
DELHI

PRESENT:

Shri E. Krishna Murti, Central Govt. Labour Court at Delhi.

14th August, 1961

Application U/S 33A of the Industrial Disputes Act, 1947.

I.D. No. 181 of 1961

Shri H. Laxminarayana Bhat, C/o, Pandyan Bank Employees' Union,
Madras (Regd.), 12/13, Angappa Naick Street, Madras-1.—*Applicant.*

Vs.

The Pandyan Bank Ltd., Central Office, P.B. No. 85, Madurai—*Opposite Party.*

Shri K. K. Mundal—*for the workman.*

In the matter of Complaint No. 86 of 1961 in Ref. No. 1 of 1960, pending before the National Industrial Tribunal (Bank Disputes) Bombay—1.

AWARD

This is a petition under Section 33A of the Industrial Disputes Act.

2. It is alleged on behalf of the petitioner, that he was an apprentice in the service of the Bank, that he was working in the Bangalore Office of the Bank, that his services were terminated all of a sudden, and that he was relieved on 8th March 1961, that such termination is unlawful, and that he should be re-instated in service, together with back wages.

3. The case of the Bank is, that there is no contravention of Section 33 of the Industrial Disputes Act, that the petition is not maintainable under Section 33A, that the workman was only an apprentice, that he could not be absorbed unless his work was found satisfactory, that he failed miserably in the examinations held by the management, that accordingly his services were terminated, and that he is not entitled to any relief.

4. The issues, that arise for determination, are:—

- (1) Whether there is a contravention of Section 33 of the Industrial Disputes Act?

- (2) Whether the petition, as brought, is maintainable?
- (3) Whether the termination of service of the petitioner is wrongful?
- (4) Whether the petitioner is entitled to reinstatement, and back wages, as claimed?
- (5) To what relief, if any, is the petitioner entitled?

Issues No. 1—5.

5. This is a petition under Section 33A of the Industrial Disputes Act.

6. At the time this petition came on for hearing, Shri Mundal for the Union, and who represented the petitioner, stated, that this petition was not pressed. An endorsement was also made to this effect on the petition today. Accordingly, the petition is dismissed, as withdrawn, and not pressed. No order as to costs.

7. An award is passed accordingly.

(Two pages).

The 14th August, 1961.

Sd./- E. KRISHNA MURTI,

Central Government Labour Court at Delhi.

BEFORE THE PRESIDING OFFICER, CENTRAL GOVT. LABOUR COURT AT DELHI

PRESENT:

Shri E. Krishna Murti, Central Govt. Labour Court at Delhi.

16th August, 1961

Application U/S 33A of the Industrial Disputes Act, 1947.

I.D. No. 202 of 1961

Shri C. K. Rajasekharan, 6-20-14, East Street, Aruppukottai—Applicant.

Vs.

The Management of Pandyan Bank Ltd., Central Office, P.B. No. 85, Madurai—Opposite Party.

Shri R. V. Nath—for the management.

Shri C. K. Rajasekharan with Shri K. K. Mundal—for the workman.

In the matter of Complaint No. 94 of 1961 in Ref. No. 1 of 1960, pending before the National Industrial Tribunal (Bank Disputes), Bombay-I.

AWARD

This is a petition under Section 33A of the Industrial Disputes Act.

2. The petitioner alleges, that he was an apprentice in the service of the Bank, that he was working since 4th December 1959, that his apprenticeship was extended for six months, that his services were terminated by order dated 24th March 1961, that such termination is unlawful, and that the petitioner should be directed to be reinstated in service, together with back wages.

3. The case of the management is, that the petition is not maintainable, that there has been no contravention of Section 33, that the petitioner was only entertained as an apprentice for a period of one year, that his services were extended for another six months on account of unsatisfactory work, that it is not true, that he became a full member of the service on 2nd December 1960, that it was found, that the workman had been frequently going on leave, that the Agent of the Branch at Aruppukkottai reported, that his work and conduct were not upto the mark, that the Bank is within its rights in terminating his service for unsatisfactory work, and that the petitioner is not entitled to any relief.

4. The issues, that arise for determination, are:—

- (1) Whether the petition, as brought, is maintainable?
- (2) Whether there is a contravention of Section 33 of the Industrial Disputes Act?
- (3) Whether the termination of service of the petitioner is wrongful, as alleged on his behalf?

- (4) Whether the petitioner is entitled to re-instatement?
- (5) To what relief, if any, is the petitioner entitled?

Issues No. 1 and 2.

5. This is a petition under Section 33A of the Industrial Disputes Act.

6. The petitioner herein is Shri C. K. Rajasekharan. He was appointed as an apprentice by order Ext. W/1 dated 2nd December 1959. Ext. W/3 is the order dated 24th March 1961, terminating his services as an apprentice with immediate effect. The contention on behalf of the petitioner is, that such termination is arbitrary, and unlawful, and that there is a contravention of Section 33, because the provisions of Section 33(2) have not been fulfilled. This contention on behalf of the workman must be up-held. There was discharge of the workman on account of alleged unsatisfactory work. In such circumstances, the Bank were bound to observe the conditions laid down in the proviso to Section 33(2). In the absence of such compliance, there is a contravention of Section 33, and this petition, as brought, is maintainable. I find accordingly on these issues.

Issue No. 3.

7. The question next is, whether the termination of service of the petitioner is unlawful, as contended on his behalf. As already pointed out, Ext. W/1, dated 2nd December 1959 is the order appointing the petitioner as an apprentice. According to the conditions laid down therein, the apprenticeship was to be for a period of 12 months from the date of joining. The apprentice was not to be paid anything during the first three months. Thereafter he was to receive Rs. 40 per month. Now and then had to undergo tests for understanding the methods and procedure of the Bank. After satisfactory apprenticeship, he was to be confirmed provided a vacancy existed. The petitioner was asked to report himself for duty at Aruppukottai office on or before 4th December 1959. In Ext. W/2, it is mentioned, that at the recent test held on 10th December 1960 the petitioner's answers were not found satisfactory, and that his apprenticeship period was extended by another six months. The Bank further informed the petitioner, that, if he was not willing to accept the extension of the period of apprenticeship, the letter might be treated as one for termination of apprenticeship. By Ext. W/3, dated 24th March 1961 the Bank informed the petitioner, that, as the reports about him were not satisfactory, his apprenticeship was terminated with immediate effect. On behalf of the Bank Ext. M/1 has been produced as the application that was sent on behalf of the workman. By Ext. M/3 the workman accepted the extension of the period of apprenticeship by six months. It is alleged in the present petition, that the petitioner was obliged to give the letter Ext. M/3 as a result of coercion on account of the threat of termination of service. No doubt Ext. W/2 does contain a threat of termination of service, if the extension was not accepted. Be this as it may, it is clear, that the period of apprenticeship was extended by another six months.

8. It will however be seen, that the termination of apprenticeship took place before the expiry of the period of six months, even in March 1961 by Ext. W/3. The case of the workman is, that this amounts to an arbitrary and unlawful termination of service, without his being given an opportunity to plead against the termination of service. At the outset, it must be remembered, that even an apprentice is a workman according to the definition in the Industrial Disputes Act in Section 2(s). The management have attempted to justify the termination of service on the ground of the report, that was sent by the Agent Incharge, Ext. M/4, dated 21st March 1961. Therein there is a reference to the letter received from the petitioner for extension of leave for three weeks. It would appear, from this, that he was granted a day's leave on 18th March 1961, to enable him to go to Madurai for obtaining a scholarship for his brother, and that he had been granted leave in spite of shortage of hands. It is further stated in the letter, that the workman had applied for extension on 20th March 1961, that he had been observed going round the town, that he very often applied for leave, that, though he was a native of the place, there was no improvement in his work in the field of introducing customers, and that his transfer from the place was advisable. The management responded to this letter by Ext. W/3, and abruptly terminated the period of apprenticeship with immediate effect. It seems to me, that the termination of service is against the principles of natural justice. Even though the petitioner was an apprentice, he was a workman under the Act. It is stated in the counter in paragraph 6, that the workman was frequently going on leave, that he was neglecting the Bank's work, that the Agent of the Branch reported, that his conduct and work were not upto the mark, and that the Bank was within its rights in terminating the service of the workman for unsatisfactory work. If the workman was going frequently on leave, the best way to correct this

tendency was to refuse leave, and not to terminate his service altogether. The fact, that he had applied for three weeks leave, could not serve as a justification for terminating his service. The Agent reported in Ext. M/4, that the workman had not improved in his work of introducing customers to the Bank. This was a matter for explanation, and the workman was given no opportunity to explain the same. Apart from the above, the Agent asked for transfer of the workman from Aruppukkottai. It can by no means be said, that such adverse report had been received from the Agent as to warrant termination of service. It has been argued for the Bank, that the petitioner was put through a test, and that his answers were not found to be satisfactory. What is stated in Ext. M/2 is, that the answers of the workman were not found to be satisfactory in the test held on 10th December 1960. It is because of this, that the apprenticeship period was extended by another six months. There is no satisfactory proof of the fact, that any further test was held thereafter, and that the workman failed in such test. In the circumstances disclosed in the evidence, it is clear, that the action of the management, in terminating the services of the workman, is arbitrary, and against the principles of natural justice, and that he was given no opportunity of defending himself against the accusation alleged against him.

9. It is, however argued for the management, that the Bank had every right to terminate the service of an apprentice, as it pleased. Paragraph 495 of the Sastry Award deals with the conditions of service of probationers. It is mentioned therein, that in the case of persons, whose work is not found to be quite satisfactory during the ordinary period of probation of six months, the period may be extended by three months provided the consent of the workman was obtained. In all other cases probationers, after the expiry of six months, should be deemed to have been confirmed unless their services were dispensed with before the expiry of the period of probation. In paragraph 497, there is reference to apprenticeship. It is observed, that the Banks should not be compelled to pay emoluments to the apprentices, and that the matter should be left to the discretion of the Banks. Only there should be no discrimination. There is however, a direction, that the period of apprenticeship, except in the case of those who worked in the banks so as to qualify themselves for the examination of the Institute of Bankers, should not exceed 12 months. The last provision, referred to above, was not observed in this case. Apart from this, it seems to me, that there is nothing in the Bank Award, justifying the abrupt and arbitrary termination of service of the petitioner even though he was an apprentice.

10. Reference has next been made to the Service Regulations of the Bank. A perusal thereof will show, that there is no specific category of apprentice among the employees. The permanent staff of the Bank was classified into four categories, (a) Officers, (b) cashiers and accountants, (c) clerks, and (d) attenders and office boys. With reference to termination of service, Regulation No. 16 is as follows:—

"In the event of the bank not having any further need of the employee's service, the Managing Director shall have the power to discharge him at 30 days' notice in writing or in lieu thereof to pay such employee a sum equivalent to his substantive pay upto the termination of the period of notice by way of compensation provided, that nothing in this regulation affects the right of the bank to dismiss any employee for neglect of duty, or for misconduct, without notice hereinafter prescribed in these regulations."

Regulation No. 37 provides, that an employee, who commits a breach of the regulations, or who displays negligence, inefficiency, or indolence, or dishonesty, or who knowingly does anything detrimental to the interests of the bank, or in conflict with its instructions, shall be liable to be punished. Dismissal is one of the modes of punishment. My attention has not been drawn to any express or specific description of the term "employee" in the Service Regulations. The petitioner was also an employee being paid by the Bank for his services, though he was an apprentice. If so, his services could not be terminated except in accordance with the procedure prescribed, and for the reasons contained in the Regulations. The rules of natural justice required, that he should have been given an opportunity to defend himself before his services were dispensed with.

11. It is next argued, that the discharge of the workman is by way of discharge simpliciter, and, therefore, the action of the Bank cannot be taken exception to. But even in the case of discharge simpliciter, it must be established, that the action of the Bank is *bona fide*, as is clear from the decision in *Assam Oil Company (1960 I LLJ 587)*. I am not able to hold on the evidence, that the action of the Bank is *bona fide*.

12. Taking all circumstances into consideration, I am of opinion, that the action of the Bank in terminating the services of the petitioner is not *bona fide*, and is not in accordance with the rules of natural justice.

Issue No. 4.

13. The question next is about the relief, to which the petitioner is entitled. The petitioner has claimed reinstatement, and also backwages. It seems to me, that this is not a case, in which reinstatement should be directed. It has been held, that, if it is not expedient or desirable to order reinstatement of a workman in the interests of the institution, it may be refused. I find, that it is not expedient or desirable in the interests of the Bank to order reinstatement the workman.

Issue No. 5.

14. The petitioner is however entitled to compensation for unlawful termination of service. This apprenticeship period after extension expired on 4th June, 1961. His service was terminated on 24th March, 1961 without notice. Three months' emoluments will be sufficient compensation to the petitioner. The petitioner will be accordingly entitled to recover Rs. 120 from the Bank at the rate of Rs. 40 per month, which was the amount, that was agreed to be paid in the letter of appointment, Ext. W/1. I find, that the petitioner shall recover Rs. 120 from the management.

15. In the result, an award is passed as follows:—

- (i) The petitioner is not entitled to reinstatement.
- (ii) The management of the Pandyan Bank Limited shall pay to Shri C. K. Rajasekharan, the petitioner, an amount of Rs. 120.
- (iii) There will be no order as to costs.

(Seven pages).

The 16th August, 1961.

Sd./- E. KRISHNA MURTI,
Central Government Labour Court: Delhi.

BEFORE THE PRESIDING OFFICER, CENTRAL GOVERNMENT LABOUR
COURT AT DELHI

PRESENT:

Shri E. Krishna Murti, Central Govt. Labour Court at Delhi.

16th August, 1961.

APPLICATION U/S. 33A of the Industrial Disputes Act, 1947.

I.D. No. 160 of 1961.

Sri D. N. Rajaraman C/o S. Ramakrishnan No. 4, Copri Colony, Thana (East) .
—Applicant.

Vs.

The Pandyan Bank Ltd., Central Office, P.B. No. 85, Madurai (S. India).—
Opposite Party.

Shri R. V. Nath with Shri Ramanujam Advocate for the management.

Shri K. K. Mundal for the workman.

IN THE MATTER OF Complaint No. 60 of 1961 in Ref. No. 1 of 1960, pending before
the National Industrial Tribunal (Bank Disputes), Bombay-1.

AWARD

This is a petition under Section 33A of the Industrial Disputes Act.

2. The petitioner alleges, that the opposite party is guilty of contravention of Section 33, that he was appointed as an Apprentice as from 15th February 1960, that he availed himself of leave for a day on 23rd December 1960, that however the Bank terminated his service through the letter dated 29th December 1960, that the petitioner was relieved on 2nd January 1961, that the termination of service of the petitioner is against the principles of natural justice, that no permission was

sought during the pendency of proceedings before the National Tribunal and that the opposite party should be directed to reinstate the petitioner in the service of the Bank, with back wages.

3. The case of the Bank is that the application of the petitioner is not sustainable, that he was taken in as an apprentice on 15th February 1960 for a period of 12 months, that as it was reported to the management, that the workman did not report for duty 23rd December 1960, his services were directed to be terminated, that the termination of service is justified, and that the petitioner is not entitled to any relief.

4. The issues, that arise for determination, are:—

- (1) Whether there is a contravention of Section 33 of the Industrial Disputes Act?
- (2) Whether the petition, as brought, is maintainable?
- (3) Whether the termination of service is wrongful, as contended on behalf of the workman?
- (4) To what relief, including re-instatement and back wages, is the petitioner entitled?

Issues No. 1 & 2.

5. This is a petition filed under Section 33A of the Industrial Dispute Act.

6. The petitioner, Shri D. N. Rajaraman, was serving as an Apprentice in the Bombay Branch of the Pandyan Bank Limited. His services were terminated as per Ext. W/2 dated 29th December 1960. The case of the workman is, that such termination is unlawful, and that this amounts to discharge by way of punishment. It is not the case of the Bank, that any application was filed for approval or that a month's wages were paid to the petitioner in accordance with Section 33(2). Therefore, there is a contravention of Section 33, and this petition under Section 33A is maintainable. I find accordingly.

Issue No. 3

7. I shall next deal with the contention, that the termination of service of the petitioner is wrongful. Ext. W/1 dated 24th December 1960 is the order of appointment of the petitioner as an apprentice at the Bombay Office for a period of 12 months. The petitioner's remuneration was to be Rs. 60/- a month. The workman agreed to abide by the rules and regulations of the Bank. The appointment was to take effect from 15th February 1960. It is, thus established, that the period of appointment of the petitioner as an apprentice was for 12 months from 15th February 1960.

8. However, the Bank terminated the services of the workman by Ext. W/2 dated 29th December 1960. It is stated therein, that since Shri D. N. Rajaraman had absented himself without permission or sanction of leave, his apprenticeship was terminated with immediate effect. The contention on behalf of the workman is, that the termination of service is wrongful, and that it is unlawful and unjustified.

9. The contention on behalf of the Bank is, that the petitioner was only an apprentice, and that his services could be terminated at any time without reason or without notice. It seems to me, that the contention on behalf of the workman is entitled to weight, and must be up-held. In Ext. W/2 what is mentioned is, that because the petitioner had absented himself without permission or sanction of leave, his apprenticeship was terminated. This was apparently based upon the letter, Ext. M/1, dated 23rd December 1960, sent by the Agent of the Bombay Office to the Central Office at Madurai. The letter is to the effect, that Shri D. N. Rajaraman, Apprentice, had not reported for duty on 23rd December 1960, that no leave application had been submitted, nor was prior permission obtained, and that the letter was written for the information of the Central Office. Thereupon the Central Office passed the order Ext. W/2 dated 29th December 1960. It will however appear, that in fact the workman was granted leave of absence on 23rd December 1960. Ext M/3 is a letter that was sent to the Central Office on 11th January 1961 by the Branch Agent. Therein, it was written, that Shri Rajaraman reported for duty on 24th, and explained his inability to attend the office on 23rd, that hence the absence was treated as leave, that in the meantime the order of termination of service was received from the Central Office, that however he might be re-instated with a proper warning. It will thus be seen, that the absence of the workman on 23rd December 1960 was treated as leave. If so, it is not possible to hold, that there was valid and justifiable reason for termination of service of the workman.

There was precipitate action on behalf of the Bank in terminating the service of the workman. When the petitioner was granted leave, for 23rd, the reason for termination disappears. Therefore, the termination of service of the workman is unlawful and unjustified.

In the second place, it must be seen, that the workman was appointed as apprentice for a period of 12 months with effect from the date of appointment. The appointment took effect from 15th February 1960. The termination of service was with effect from 29th December 1960, before the expiry of the period of 12 months, for which the workman was appointed. When the workman had been appointed for a definite period of 12 months, the termination of service before the expiry of the said period cannot be up-held. In this view also the termination is wrongful.

Issue No. 4.

11. Even the Agent of the Bank Branch recommended, that the workman should be re-instated in service. In view of the fact, that the termination of service of the workman is not lawful, and justified, but is wrongful, the petitioner is entitled to re-instatement. However, it will appear, that the workman has obtained employment elsewhere, and that he is not willing to join the service of the Pandyan Bank. It is stated by Shri Mundal, that the relief of re-instatement is not sought for in this petition. Accordingly, the petitioner is not entitled to re-instatement. Shri Mundal has however contended, that the petitioner is entitled to compensation. It seems to me, that a month's pay will be sufficient compensation for the pre-mature termination of service. As mentioned in the letter of appointment, the workman was getting Rs. 60/- a month. The management of the Pandyan Bank shall pay the workman Rs. 60/- by way of compensation. I find, that the petitioner is not entitled to re-instatement, but to compensation of Rs. 60/-.

12. In the result, an award is passed as follows:—

- (i) The petitioner is not entitled to the relief of re-instatement in service.
- (ii) The management of the Pandyan Bank Limited shall pay to the petitioner, Shri D. N. Rajaraman, Rs. 60/-.
- (iii) There will be no order as to costs.

(Four pages).

The 16th August, 1961.

Sd./- E. KRISHNA MURTI,
Presiding Officer,
Central Government Industrial Tribunal
'Delhi.

[No. 55(14)/62-LRIV.(i).]

S.O. 2183.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Arbitrator in the industrial disputes between Messrs R. G. Govan and Company Private Limited, Bombay and Messrs. Thakore Lalit and Company, Bombay and their workmen represented by the Transport and Dock Workers' Union, Bombay.

In the matter of the Arbitrations before F. Jeejeebhoy, Barrister-at-law.

PARTIES:

- (1) R G. Govan and Co Private Ltd. of 15, Horniman Circle, Fort, Bombay.
- (2) Thakore Lalit & Co., 22, Russell Street, Bombay-9.

AND

Their workmen represented by the Transport and Dock Workers' Union, Nagindas Chambers, 2nd Floor, Frere Road, Bombay-1.

Appearances:

For the employers: Shri S. Vimadalal, Shri N. V. Phadke Shri Porus Mehta, and Shri M. G. Mani.

For the workmen: Shri H. R. Gokhale and Shri M. Kotwal.

AWARD

There are two arbitrations before me; they have been taken together by consent, and this award covers both. The employers concerned are R. G. Govan and Co., and Thakore Lalit & Co, both of Bombay, and the employees in the

references are represented by the 'Transport and Dock Workers' Union of Bombay.

2. Both the concerns have entered into agreements with the Government of India for the handling of grain (wheat) and bag cargo (rice, fertilisers, etc.) which are being imported by the Government in large quantities. Loose grain constitutes some 82 per cent of the cargo, and bag cargo accounts for about 18 per cent. The grain comes either in freighters or in tankers, but mostly in the latter, and is pumped from the tankers by vacuators to spots well within the dock sheds, where it is bagged, weighed, and stitched, and then carried on the head/nape of the mathadi worker and other labour and loaded into trucks or Railway wagons; if so directed the bags are stacked within the dock sheds for future transport to godowns outside or to other destination by road or rail. The workmen before me are mostly those who handle these bags and carry them for placement as directed by the representative of the Government.

3. One of the contractors, R. G. Govan and Co., however, has undertaken the additional work under a separate contract for the supply of labour for the receiving and storing of the bags, dispatched from the docks, in godowns, and for giving delivery thereof as required by the Government. This involves work at the godowns of the removal of bags which arrive in trucks, the stacking of such bags in the godowns to required height according to the orders of the Government's representative, the shifting of bags from one stack to another, and the delivery of the bags into trucks or wagons or direct from trucks into wagons as may be directed.

4. Thus in short both the contractors are concerned with labour in the docks; whereas only R. G. Govan and Co., is concerned with labour at the godowns also.

5. There was a strike of the contractors' foodgrains workers on 4th June 1960 at the docks, and another one on 13th June 1960 at the godowns. They were primarily intended to secure higher emoluments from the contractors. The strikes were called off after a settlement had been effected before the Conciliation Officer, the terms of which were recorded on 16th June 1960; annexure A and B are copies of the settlement. It was *inter alia* agreed under the settlements that the disputes between the employers and the workmen should be referred to my arbitration, and that the terms of reference should be as follows:—

- (a) What should be the fair wage for the workmen covered by the settlement, and
- (b) The retrospective effect of the fair wage so fixed shall be decided by the arbitrator.

6. The references to arbitrations as to both the contractors were separately published by the Government of India in the Ministry of Labour and Employment under Section 10A of the Industrial Disputes Act on 28th June 1960. Copies are annexed and marked C and D.

7. After the arbitrations came to me, the employers made several complaints to the effect that in spite of the settlement the workmen were giving a lot of trouble, and I was asked not to proceed with the arbitrations on the ground that the amity and goodwill, and the promise of satisfactory future working, which were the basis of the agreement to refer to arbitration, had been violated; and attention was drawn to clause 11 of the settlement. I took the view that I had no power to determine such issue, and gave time to the employers to take such other action as they thought fit. After some time the Arbitrations proceeded to hearing. The arbitrations were marked by a careful presentation of the cases of both sides; available evidence was led; and many documents, calculations, and statistics were filed.

8. It will be noticed that the principal scheme of payment is by the hundred bags; the grain bags weigh 200 lbs. and the rice and other bags generally 100 lbs. The workmen contend that their work is closely comparable to the work of the shore labour of the Bombay Port Trust who under the incentive piece rate scheme given by the Labour Appellate Tribunal earn much more than the workmen before me. There is however a difference between the incentive piece-rate of the Port's shore workers and the straight piece rate of the workmen here. According to the figures of 1959/60 A Category of Port workers earned on an average about Rs. 206, the B Category Rs. 104, and the C Category Casuals about Rs. 57 per month. There is also evidence to the effect that the C Category in 1960/61 increased its average earnings to Rs. 104; the wages of the A and B categories in 1960/61 were roughly Rs. 203 and Rs. 141 respectively. In 1957/58 too the C Category earned Rs. 105, and thus it is clear that the C Category being casuals, their wages depend upon the chances they get for work. This being the case,

the employers argue that the workers here being casuals are comparable for the purposes of wages if at all with the C Category of Port's shore workers; on the other hand, Shri Kotwal for labour contends that he should have for his workmen the same as what the A Category of the Port earn, or at any rate not less than what the time rated cart and wagon loaders are paid per month, i.e. about Rs. 160 for the 26 working days. According to Exhibit H which has been filed by labour to show the earnings in the godowns for the year May 1959 to May 1960 month by month, an exhibit which is not admitted by the employers as correct, the average earnings there have been shown to vary between Rs. 116 and Rs. 181 per month, producing an average of 4.60 per person per day; and it is not in dispute that work in the godowns is almost always available. Shri Kotwal thus argues that while the cart and wagon loaders of the Port Trust get 6.15 per day, his men get only 4.65. It is however, not possible to find out how many bags the cart and wagon loaders handle per shift; and comparisons between the piece rated and the time rated have their obvious drawbacks. The employers are firm in their contention that each of the workmen before me earns between Rs. 185 and Rs. 225 per month on an average. The earnings of Dhana Bunder workmen and the reference to certain early contracts, and to a decision of the Labour Appellate Tribunal, do not help labour in the context of relevant circumstances.

9. As Shri Kotwal's claim to higher wages is based on the main plea that similar workers in the docks and outside godowns earn more for doing work of a comparable character, it is necessary to investigate the work done by the workmen before me, the composition of their gangs, the nature of their work, and their actual earnings.

10. There is no doubt that the workmen before me do heavy manual work of a quality which has been achieved by constant repetition, be it knack or skill. Nor is it disputed that the workers work in gangs so as to create a rhythmic order of work to speed up effort. It is contended by labour that a gang consists of 19 workers, including the mukkadam who works with the gang but takes two shares; the employers' evidence on the contrary suggests that the gangs are generally composed of 15 persons, and at times they are badly truncated. It is the contention of the employers that enough men are not always available to do the required work, and that at other times the gangs are swollen unnecessarily, to the detriment of individual earnings. There are also more gangs than one belonging to the same mukkadam, and quite often a gang works two shifts.

11. Every evening the Government's representative issues a cyclostyled leaflet of the next day's programme of work, and gangs are assembled next morning to carry out the work. The contractors have no fixed gangs upon whom they can make a call for their services; the gangs gravitate to other work whenever they want, and also when they are not required by these contractors, and there is no system of attendance allowance or compensation for idle time. To all intents and purposes the workmen are casuals, and their remuneration is paid, according to the Government vouchers of work done, to the mukkadam or to his representative. A gang of 19 workmen quite often works three or four and more short, for the members of the gang in any event take leave by rotation. No record has been kept of the number of workmen who actually worked in gangs or their names, and thus any attempt to evaluate accurately the average monthly earnings of a worker is an elusive undertaking. It has however been possible by means of certain indirect calculations to have a working idea of average earnings; for the purpose of these arbitrations such calculations are helpful even if they are not decisive.

12. The Bombay Port Trust piece rated shore workers who handle a variety of cargo are divided into A and B categories; and the C category workers are what is known as rank casuals. Their average earnings for the last few years have been:—

| Year | A | B | C |
|-------------------|--------|--------|--------|
| 1957/58 | 154/11 | 134/41 | 105/12 |
| 1958/59 | 192/83 | 96/85 | 71/33 |
| 1959/60 | 206/84 | 104/29 | 57/39 |
| 1960/61 | 203/- | 141/- | 104/- |

Average daily employment of A category was about 3250, of B 175 and of C 600, according to available figures. The piece rate system of the Bombay Port Trust is not a straight piece rate as prevailing here but an incentive loaded piece rate scheme. To equate the workmen before me for the purposes of wages with the A grade permanent workers of the Bombay Port Trust is in my opinion not justifiable.

13. The labour force before me is a comparatively small one. It is said by labour that the godowns require 500 to 600 men per 24 hours, and that an equal number is required for the docks; but the actual total daily supply of labour is smaller; those who work for the contractors consider themselves free to find work elsewhere, and it is said that they work *inter alia* as C class workers with the Bombay Port Trust. As the labour consists of irregular gangs, and not always available, it is admitted by labour that the gangs work here at reduced strength when other outside work is available which they cannot ignore. The godowns have only two shifts which end at midnight. The docks have three shifts round the clock. The day shift is of 8 hours (9 to 5) and the night shift is of 6 hours. There are no differences in the rates of emoluments between the shifts.

14. As no records have been kept of the actual number of workmen attending each day, it is also not possible to say with any degree of accuracy how many bags have been handled by a man in a shift on the average at dock or godown. On the evidence it is reasonable to assume an average handling by each man of 200 bags in a shift in the godown, and 175 bags in the Docks; and parties are in near agreement on this point. The workmen prefer to work in the docks rather than in the godowns; they are prepared to work in the haze of grain dust in the docks rather than in the cleaner atmosphere of the godowns, because they presumably prefer the absence of high stacking and the limited lead in the docks. There is however a full month's employment in the godowns; for the docks it is less; while labour contends that at the docks it does not get more than 16 chances in the month, the employers contend that there are easily 23 chances and more in the month for their employment. There are no adequate statistics to justify any firm conclusion on the point, but it is possible to have a reasonably good idea of chances of work at the docks. There is however a good deal of evidence that at any rate after the strike, if not before it also, there were serious complaints by the Government as to the manner in which the labourers approached their work, particularly in the godowns, and their refusal to comply with directions given, and of their negative tactics. Labour's answers on these points have not been satisfactory; they contend that they demanded more for higher stacking; but they should have realised that the matter of wages had been referred to arbitration; they also affirm that they when idle would not do other work or at any other godown, which in effect means that work must come to a standstill if a gang is absent in spite of the fact that another gang that is present is idle and remains idle.

15. A decision on the question of wages before me is not easy. There are so many variable factors which impinge on the problem. There is lighter cargo and heavier cargo. There is 35 per cent of stacking and 11 per cent of direct wagon loading; the unloading of bags in the docks is done by stevedore labour, and bagged cargo includes rice and fertilisers. The proportion of grain to bag cargo is roughly 82 per cent to 18 per cent, and there are different rates for the different operations in the normal course of work; it is also said that about 54 per cent of the bags are directly loaded. Thus reliances on averages for bags worked per man per shift, or earnings of a workman in a shift, are apt to be misleading in the context of so many variable factors.

16. Both parties desire that the gangs should be standardised. Shri Phadke suggests that a standardised gang should consist of 10 men and one mukkadam; whereas Shri Kotwal says that as in the past a gang should comprise 19 men and 1 mukkadam, but as a compromise he is willing to accept 15 men and a mukkadam. Considering that payment in the main is made according to the number of bags handled and not according to the number of men engaged, the prime necessity is to fix a number of men for a gang so that the complaints of the past of insufficient labour are met. I am aware of Shri Kotwal's insistence that sufficient men are required to form a group for the rhythmic circle of operations involved in this class of work. As the employer's complaint had been that there were very seldom 19 men working, a fact which cannot be denied, I take a standardised gang of 15 men and one mukkadam as the basis of my award.

17. In answer to Shri Kotwal's contention that the difference between the rates for dock work and for godown work should be abolished, the contractors contend that the nature of the work in the two places is reflected in their wages.

18. As I have said before the workmen prefer to work in the docks, despite the impediment of dust; in the docks stacking is only 7 high, and the carrying distances are limited. In the godowns stacking is 18 high for large bags (200 bags) and 20 high for smaller bags, and it was ever so until after the strike; and the lead varies from spot to spot. I do not propose to give any separate allowances for the dust nuisance or for high stacking or long lead; my award takes into account the existence of all these and other factors too which have been brought to my notice. There can be no doubt that work in the docks in the midst of grain dust is far from pleasant.

19. Shri Kotwal says that as the shifts are of 8, 6 and 6 hours, the night shift should have for 6 hours the wages of 8 hours' work. The night shifts and the day shifts rotate, and having regard to all circumstances I am unable to accept Shri Kotwal's suggestion.

20. Shri Kotwal wanted an allowance for the pushing of wagons to site, but the claim is not well founded. Shri Phadke's claim that bagged cargo is not included in the reference also fails. There is however substance in Shri Phadke's complaint to the effect that particularly in godowns those workmen who are present do not always work the whole shift; that they work only on jobs to which they claim to be attached, like wheat to wheat; that they refuse to change the point of work within the series of 'T' godowns; that with them availability of workmen counts and availability of work is a minor aspect; that they decline to work on test weightment and warafari; that owing to their refusal to do their work properly, and especially in the matter of high stacking, they have caused serious loss to the contractors, and the Government has made heavy deductions from their security of nearly a lakh of rupees by way of compensation; that it is not uncommon for a gang to arrive late for work and more often than not in insufficient numbers. There are letters of the Government's representatives to corroborate these complaints. Assuming that the labour set up is not ideal, there is no justification for such erratic behaviour.

21. The employers are entitled to fair work for a fair wage, which I am giving, and the award which I am making assumes a sufficiency of standardised gangs arriving on time and getting on diligently with any work which they are required to do; and when idle they must if so required do the work of any gang that is absent regardless of the nature of the work. The gangs even now have a common front and there is no reason why they should not be available for work as units of one labour force. It is true that there are separate mukkadams, but there is no pressure or clash of interests; it is urged by labour that gangs are depleted because this type of labour is in short supply and they cannot ignore the call of outside work; if that is so, then there should be no objection to any gang being asked to do the work of an absent gang.

22. Shri Phadke states that his clients have no capacity to pay anything more than what they are giving at present. But both the contractors have business other than these labour contracts with the Government. These contracts have been given on tenders, and the contractors before me are and have been competitors for this business. It is in my view not tenable for the contractors to contend that the fair wages which I am required to fix must be such that in the aggregate the cost should not exceed what the Government pays to the contractors, and that too after leaving sufficient profits in the hands of the contractors. In my opinion the capacity to pay the workmen fair wages cannot be judged solely by the contractors' tenders as accepted by the Government. For a variety of reasons a tenderer may quote lower rates in order to fend off competitors; in which case he takes the chance of losing on the transaction, and that to him might be worthwhile. I hold that the employers have the capacity to pay the advances which I am giving by this award.

23. The two exhibits 63 and 66 filed by the employers show the several operations which labour is required to do at the docks and at the godowns respectively, and the rates are also stated; these two exhibits are being reproduced in this Award as Annexures E and F. They show against the nature of the operations the rates payable before the strike as well as after the strike. In the last column in these two exhibits will be found the rates which I am giving by this Award.

24. Shri Kotwal accepts the accuracy of Exhibits 63 and 66 except as to items 3, 4, 7 and 8, and the note to item 10, of exhibit 66. For items 3, 4, 7 and 8, no rates have been shown because no work of the kind stated therein has been required of the contractors. As to item 10, it is noted: "if slack and torn 25 up more for 100 bags"; I do not propose to alter it.

25. There is some contest as to whether the provisions under A or under B of the Government's contract apply to the work to be done by the contractors in the docks. In my view the provisions of B apply, and the scope of those provisions includes the actual work done in the docks. The agreement is apparently standard in form and is intended to embrace all contingencies. For instance item (b) of B relates to loading of wagons on 2nd and 3rd Railway line, a contingency which may not arise at all, and under which the Government has actually never been asked to pay by these Contractors.

26. It must be appreciated that reference to the Government contracts has been made by the contractors mainly for the purpose of supporting their plea that they have no capacity to pay more. The class of work done, and the amounts which the contractors paid to labour, and the amounts which have to be paid by the Government, are to be found in detail in the Government vouchers on the strength of which labour has been paid by the contractors and the contractors have been paid by the Government. Labour knows the pattern of work which it has to do, and labour has been doing that work in the past at certain agreed rates. The question is whether such remuneration needs to be raised or lowered having regard to the duties and responsibilities of the job and the capacity of the contractors to pay. I have already held that the employers have the capacity to pay the advances which I am giving by this Award, and I am giving in Annexures E and F my decisions on the question of remuneration.

27. The employers contend that one item now being paid by them to labour should be reduced; it has reference to item VII(a) of the docks contract which reads as follows:—

"Loading on trucks/Railway wagons including stacking in the sheds such number of bags which cannot be loaded directly on trucks/Railway wagons."

The argument of the employers is that 7.75 now being paid is too high for this category of work, and that it should be reduced. Goven & Co. were apparently paying 7.50 for this item of work when Thakore Lalit & Co. were paying Rs. 4. The matter was taken to the Conciliation Officer and Thakore Lalit & Co. also agreed to pay 7.50. It was subsequently raised to 7.75 at the settlement to end the strike. There is a complaint by the Employers *inter alia* that by reason of this rate being unduly high there is a tendency on the part of an incoming gang of labour to concentrate on direct loading and to ignore other work like loading from stacks which is equally important.

28. In the terms of the settlement this item is mentioned as "Direct wagon loading". Stacking is done only when trucks or wagons are not available. Direct loading of the bags into trucks would be done at the same rate as direct loading from stacks, and the stacks are within the shed. This rather suggests that the rate of 7.25 was given to provide for a special effort, and according to Shri Phadke it was intended for the operation of carrying the bags filled near the bins on the dock front nearest to the ship to wagons on the other side of the shed, an operation involving the traversing of the width of the shed. I retain the rate of 7.75 for direct wagon loading, but hold that it is intended to apply and will apply only when grain having been unloaded into bins on dockside and bagged or coming bagged is carried by these workmen and loaded into wagons after traversing the width of the shed. For direct wagon loading from inside the shed the rate will be 4.50. I hold that loading from stacks shall have priority if the Government so desires, as indeed all requirements of the Government at the docks and godowns must be carried out according to instructions. As regards godowns, direct loading from truck to wagon does not involve any appreciable lead, except in the case of the Cotton Depot godown where the lead is a little longer. At present in the docks direct truck loading and from stacks are paid for at the same rate.

29. In making my award I have given very careful consideration to all facts, circumstances, and arguments, and if I have not dealt with each of them in this award it does not mean that I have overlooked any of them. It would not help the cause of industrial peace to say more in this award.

30. As regards the retrospective effect of this award, the contractors maintain that with the limitations imposed by the Government rates the burden on them will be serious if any retrospective effect is given. They point out that the record shows that even after the reference to arbitration the workmen have just refused to work properly, as a result of which there were frequent complaints and admonitions from the Government and the imposition of heavy money

penalties on the contractors (*vide* Ex. 11 series and in particular (1) and (3). In the circumstances it is not possible to give any retrospective effect to the award.

The question of a scheme for regularising the functioning of this labour force does not fall within these references, but such a scheme is desirable in this sector of Government work concerned with public food. I endeavoured to get the parties to agree to a suitable scheme, and while both sides showed a latent desire for it they could not agree on details, and nothing further was possible.

Now that labour has been given considerable advances by this award, for such fair wage labour must respond with good and disciplined work as is referred to in paragraph 21 of this award. With the utmost sympathy for labour I am bound to point out that nobody is indispensable, and the Government and the public will not tolerate the holding up of food grain work. In the past the first casualty of labour's unfortunate record of work has been the contractor, sandwiched between the legitimate requirements of the Government and the intransigence of labour. Now that the award has been made the position becomes different, for there must be fair work for a fair wage; and on the materials before me it would be a fallacy to assume that the contractors are doing themselves well out of these contracts.

Now therefore I make this Award in terms aforesaid this 20 day of August 1961.

(Sd.) Illegible,
Arbitrator.

A.

MEMORANDUM OF SETTLEMENT

NAMES OF PARTIES

Representing employers:—

- (1) Shri S. P. Jain for M/s. R. G. Govan and Company, Bombay.

Representing workmen:—

- (2) Shri M. G. Kotwal, Secretary, Transport and Dock Workers' Union, Nagindas Chambers, Frere Road, Bombay-1.

SHORT RECITAL OF THE CASE

Food Grain workers employed in the docks and godowns (outside the docks) by M/s. R. G. Govan and Company went on strike on 4th June, 1960, and 13th June, 1960, respectively. On the 7th June, 1960, the Transport and Dock Workers' Union orally represented to this office to get the grievances of the workers redressed. A statement of demands was submitted on 15th June, 1960. Discussions were held with the parties from time to time and the matter was taken up, in conciliation on 15th June 1960, and a settlement on the following terms was arrived at on 16th June, 1960.

Terms of Settlement

It is hereby agreed between the parties as under:—

(1) *Interim Relief*.—As a measure of immediate relief the contractors hereby agreed to pay 25 nP per 100 bags per operation to mathadi workers and nP. 12 to time rated workers. As a result of this relief, the workers will receive with immediate effect the following rates:—

Dock Labour

| | Rs. nP. | |
|-------------------------------------|---------|--------------|
| (i) Truck loading | 3.75 | Per 100 bags |
| (ii) Stacking | 3.75 | " |
| (iii) Wagon loading | 4.25 | " |
| (iv) Direct wagon loading | 7.75 | " |
| (v) Pallewallas | 2.62 | per day |
| (vi) Ballewallacs | 1.87 | " |
| (vii) Stitchers | 2.31 | " |

| | Rs. nP. |
|--|--|
| (viii) Watchmen | 2.12 per day |
| (ix) Stitchers (modia Silai) | 1.25 per 100 bags |
| (x) Gunny bales | 1.25 per 100 bales in addition to the present rates. |

Godoton Labour

| | Rs. nP. |
|---|--|
| (i) Truck unloading and stacking | 3.12 per 100 bags |
| (ii) Direct wagon loading | 3.12 " |
| (iii) Wagon loading from stacks | 3.62 " |
| (iv) Delivery ' | 3.12 " |
| (v) Shifting (warafery) | 2.62 " |
| (vi) Sample weighing | 2.62 " |
| (vii) Standardisation including stacking. | 7.25 " |
| (viii) Clearing, weighing, standardisation and stacking | 11.25 " |
| (ix) Fertilizer bags (big size Unloading) | 3.12 " |
| (x) Fertilizer bags (small size) | 2.87 " |
| (xi) Wagon loading from stack after weighing | 5.50 " |
| (xii) Pallewallies | 1.37 per day. |
| (xiii) Pallewallas | 1.37 " |
| (xiv) Stitchers | 1.37 " |
| (xv) Casual mazdoors | 1.62 " |
| (xvi) Gunny bales | 1.25 per 100 bales in addition to present rates. |
| (xvii) Milk Powder bags and other small items | 2.12 Per 100 bags. |
| (xviii) Drums and cases (big size) | 4.25 Per 100 package . |

As regards bagged cargo, the rates will be specified in due course. Till then the existing rates will be continued to be paid. It is also agreed by the Union that these workers will not refuse to handle bagged cargo.

(2) It is agreed between the parties that the matter of fixing a fair wage for the workmen covered by this settlement shall be referred to the arbitration of Shri F. Jeejeebhoy under Section 10-A, of the Industrial Disputes Act.

(3) It is mutually agreed between the parties that the terms of reference to the arbitrator will be as under:—

- "What should be the fair wage for the workmen covered by the settlement and
- "The retrospective effect of the fair wage so fixed shall be decided by the Arbitrator".

(4) Both the parties agree to request the Arbitrator to expedite his Award.

(5) The Contractors agree to issue Photo Identity Cards to the workmen covered by this settlement within a period of one month from the date of this settlement. It is further agreed that the contractors will frame rules in respect of the issue of Identity Cards in consultation with the Union.

(6) Both the parties agree in principle that incorporation of a Fair Wage Clause in the terms of tender is conducive to industrial peace and agree to make a recommendation to Government to that effect.

(7) With regard to the matter of formation of Pool and applicability of Listing Scheme of these workmen the parties agree to discuss them in details within a period of one month and make recommendation within a week thereafter to Government in that connection.

(8) The services of all the new labour employed during the period of strike will be dispensed with forthwith and no worker covered by the Settlement will be victimised by the contractors.

(9) It is agreed that the workers will resume their work in the second shift of 16th June, 1960.

(10) It is agreed between the parties that this Settlement shall supersede all the previous settlements.

(11) It is agreed that the employers as well as the Union will co-operate each to see that smooth working is carried on.

Witnesses.

(1) Sd./-

(2) Sd./-
(K. A. KHAN)

Signature of Parties.

(1) Sd./-

S. P. JAIN,

(2) Sd./-
(M. G. KOTWAL).

Sd./- S. C. GUPTA,

Regional Labour Commissioner
(Central), Bombay.

Bombay,

Dated the 16th June, 1960.

B

MEMORANDUM OF SETTLEMENT

NAMES OF PARTIES

Representing employers:—

(1) Shri Babubhai Shaha for M/s. Thakore Lalit and Company, Bombay

Representing workmen:—

(2) Shri M. G. Kotwal, Secretary, Transport and Dock Workers' Union, Bombay.

SHORT RECITAL OF THE CASE

Food Grain workers employed by M/s. Thakore Lalit and Company went on strike on 4th June, 1960. Subsequently, on the 7th June, 1960, the Transport and Dock Workers' Union orally represented to this office to get the grievances of the workers redressed. A statement of demands was submitted on 15th June, 1960. Discussions were held with the parties from time to time and the matter was taken up in conciliation on 15th June, 1960, and a settlement on the following terms was arrived at on 16th June, 1960.

Terms of Settlement

It is hereby agreed between the parties as under:—

(1) *Interim Relief*.—As a measure of immediate relief, the contractors hereby agree to pay Rs. 0.25 per 100 bags per operation to mathadi workers and Rs. 0.12 to time rated workers. As a result of this relief the workers will receive with immediate effect the following rates:—

| | Rs. nP. | |
|--|---------|--|
| (i) Truck loading | 3.75 | Per 100 bags |
| (ii) Stacking | 3.75 | „ |
| (iii) Wagon loading | 4.25 | „ |
| (iv) Direct Wagon loading | 7.75 | „ |
| (v) Pallewallas | 2.62 | Per day |
| (vi) Pallewallies | 1.87 | „ |
| (vii) Stitchers | 2.31 | „ |
| (viii) Watchmen | 2.12 | „ |
| (ix) Stitchers (Modia Silai) | 1.25 | Per 100 bags |
| (x) Gunny bales | 1.25 | Per 100 in addition to the present rate. |

As regards bagged cargo, the rates will be specified in due course. Till then the existing rates will be continued to be paid. It is also agreed by the Union that these workers will not refuse to handle bagged cargo.

(2) It is agreed between the parties that the matter of fixing a fair wage for the workmen covered by this Settlement shall be referred to the arbitration of Shri F. Jeejeebhoy under Section 10-A, of the Industrial Disputes Act.

(3) It is mutually agreed between the parties that the terms of reference to the Arbitrator will be as under:—

(a) "What should be the fair wage for the workmen covered by the settlement and

(b) "The retrospective effect of the fair wage so fixed shall be decided by the Arbitrator".

(4) Both the parties agree to request the Arbitrator to expedite his Award.

(5) The Contractors agree to issue Photo Identity Cards to the workmen covered by his settlement within a period of one month from the date of this settlement. It is further agreed that the contractors will frame rules in respect of the issue of Identity Cards in consultation with the Union.

(6) Both the parties agree in principle that incorporation of a Fair Wage Clause in the terms of tender is conducive to industrial peace and agree to make a recommendation to Government to that effect.

(7) With regard to the matter of formation of Pool and applicability of Listing Scheme of these workmen, the parties agree to discuss them in details within a period of one month and make recommendation within a week thereafter to Government in that connection.

(8) The services of all the new labour employed during the period of strike will be dispensed with forthwith and no worker covered by the Settlement will be victimised by the contractors.

(9) It is agreed that the workers will resume their work in the second shift of the 16th June, 1960.

(10) It is agreed between the parties that this Settlement shall supersede all the previous settlements.

(11) It is agreed that the employers as well as the Union will co-operate with each other to see that the smooth working is carried on.

Witnesses,

(1) *Sd./-*

(2) *Sd./-*

(K. A. KHAN)

BOMBAY;

The 16th June, 1960.

Signature of Parties.

(1) *Sd./-*

(BABUSHAI SHAH),

(2) *Sd./-*

(M. G. KOTWAL).

Sd./- S. C. GUPTA,

Regional Labour Commissioner,
(Central), Bombay.

C

GOVERNMENT OF INDIA

MINISTRY OF LABOUR AND EMPLOYMENT

ORDER

New Delhi, the 28th June 1960

Whereas an industrial dispute exists between the employers in relation to Messrs. R. G. Govan & Company Private Limited, Bombay, and their workmen represented by the Transport and Dock Workers' Union, Bombay;

And whereas Messrs. R. G. Govan & Company Private Limited and the said Union have, under sub-section (1) of section 10-A of the Industrial Disputes Act,

1947 (14 of 1947), referred the dispute to arbitration by an Arbitration Agreement and have forwarded to the Central Government under sub-section (3) of the said section a copy of the said Arbitration Agreement;

Now, therefore, in pursuance of sub-section (3) of section 10-A of the said Act, the Central Government hereby publishes the said Arbitration Agreement.

AGREEMENT

(Under Section 10A of the Industrial Disputes Act, 1947)

BETWEEN

Messrs. R. G. Govan & Co., Private Ltd., Bombay.

AND

Transport & Dock Workers' Union, Bombay.

NAMES OF PARTIES

Representing employers.—Shri H. P. Bhutani for M/s. R. G. Govan & Co.

Representing workmen.—Shri M. G. Kotwal, Secretary, Transport & Dock Workers' Union.

It is hereby agreed between the parties to refer the following industrial dispute to the arbitration of Shri F. Jeejeebhoy, City Ice Building, Bazar Gate Street, Bombay-1.

(i) Specific matter in dispute:

"What should be the fair wage for the workmen covered by the Settlement dated 16/6/1960" and "The retrospective effect of the fair wage so fixed shall be decided by the Arbitrator."

(ii) Details of the parties to the dispute including the name and address of the establishment or undertaking involved.

M/s. R. G. Govan & Co., Private Ltd., 15-A, Horniman Circle, Fort, Bombay-1.

Vs

Transport & Dock Workers' Union, Nagindas Chambers, 2nd Floor, Frere Road, Bombay-1.

(iii) Name of the Union if any, representing the workmen in question:

Transport & Dock Workers' Union, Nagindas Chambers, 2nd Floor, Frere Road, Bombay-1.

(iv) Total No. of Workmen employed in the undertaking affected.....800.

(v) Estimated number of workmen affected or likely to be affected by the dispute.....800.

We further agree that the decision of the said Arbitrator shall be binding on us. Dated this 16th day of June 1960.

Witnesses

(1) Sd/-

Signature of the Parties
(1) Sd/- Manager, M/s. R. G. Govan & Co.,
Private Ltd., Bombay.

(2) Sd/-

(2) Sd/- Secretary, Transport & Dock
Workers' Union, Bombay.

I, F. Jeejeebhoy, hereby consent to act as the sole Arbitrator in this matter.

Sd/- F. JEEJEEBHOY

(Signature of the Arbitrator)

Sd/- G. JAGANNATHAN, *Under Secy.*

[No. 28/41/60/LRIV].

D

GOVERNMENT OF INDIA

MINISTRY OF LABOUR AND EMPLOYMENT

ORDER

New Delhi, the 28th June 1960

Whereas an industrial dispute exists between the employers in relation to Messrs. Thakore Lalit & Company, Bombay, and their workmen, represented by the Transport and Dock Workers' Union, Bombay;

And whereas Messrs. Thakore Lalit and Company and the said Union have, under sub-section (1) of section 10-A of the Industrial Disputes Act, 1947 (14 of 1947), referred the dispute to arbitration by an Arbitration Agreement and have forwarded to the Central Government under sub-section (3) of the said section a copy of the said Arbitration Agreement;

Now, therefore, in pursuance of sub-section (3) of section 10-A of the said Act, the Central Government hereby publishes the said Arbitration Agreement.

AGREEMENT

Under Section 10A of the Industrial Disputes Act, 1947

BETWEEN

Messrs. Thakore Lalit & Co., Bombay.

AND

Transport and Dock Workers' Union' Bombay.

NAMES OF PARTIES

Representing employers: M/s. Thakore Lalit & Co.

Representing workmen: Transport & Dock Workers' Union.

It is hereby agreed between the parties to refer the following industrial dispute to the arbitration of Shri F. Jeejeebhoy, City Ice Building, Bazargate Street, Fort, Bombay-1.

(i) Specific matters in dispute:

"What should be the fair wage for the workmen covered by the Settlement dated 16th June 1960" and

"The retrospective effect of the fair wage as fixed shall be decided by the Arbitrator."

(ii) Details of the parties to the dispute including the name and address of the establishment or undertaking involved.

Partners of M/s. Thakore Lalit & Company, Shed No. 14, Alexandra Dock, Bombay-1.

Vs

Transport & Dock Workers' Union, Nagindas Chambers, 2nd Floor, Frere Road, Bombay-1.

(iii) Name of the Union if any, representing the workmen in question:

Transport & Dock Workers' Union, Nagindas Chambers, 2nd Floor, Frere Road, Bombay-1.

(iv) Total No. of workmen employed in the undertaking affected....400.

(v) Estimated number of workmen affected or likely to be affected by the dispute 400.

We further agree that the decision of the said Arbitrator shall be binding on us.

Dated this 16th day of June 1960.

Witnesses

Signature of the Parties

(1) Sd/-

(1) Sd/- Partner of M/s. Thakore Lalit & Co.,
Bombay.

(2) Sd/-

(2) Sd/- Secretary, Transport & Dock
Workers' Union, Bombay.

I, F. Jeejeebhoy, hereby consent to act as the sole Arbitrator in this matter.

Sd/- F. JEEJEEBHOY.

(Signature of the Arbitrator).

G. JAGANNATHAN, Under Secy.

[No. 28/41/60/LRIV.]

E

RATES REGARDING DOCK WORKING

(Ex. 63)

(Statement columns 1 to 5 prepared as per direction of the Arbitrator)

| Serial No. as per Union's statement of claims on pages 9 and 10 | Name of operation as mentioned in statement of claims | Rate per | Existing rate i. e. prior to 16-6-1960 | Rate in as per terms of settlement dated 16-6-60 and specified as per clause 1 of terms of settlement re. bagged cargo | Fair rate of wages (according to employers) | Remarks | Rate awarded by arbitrator | |
|---|---|---------------|--|--|---|----------------------|--|--------------------------------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| Para 12(1) | (a) Truck loading from stacks | per 100 bags. | Rs. 3.50 | Rs. 3.75 | | Rs. 3.50 | | Rs. 4.00 |
| | (b) Wagon loading from stacks | Do. | 4.00 | 4.25 | | 4.00 | | 4.50 |
| | (c) Stacking seven high | Do. | 3.50 | 3.75 | | 3.50 | | 3.75 |
| | (d) Direct truck loading | Do. | No such rate exists. | | | No such rate exists. | Truck loading from stacks and direct is same at present. | 4.00 |
| | (e) Direct wagon loading | Do. | 7.50 | 7.75 | | 4.00 | The present rate is extraordinarily high hence reduction should be made. | See para 28 of award : 7.75 and 4.50 |

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
|---------|--|---------------|----------------------|-------|------|----------------------|---|-------|
| | (f) Open wagon loading from stacks | per 100 bags. | No such rate exists. | | | No such rate exists. | | .. |
| | (g) Do. Direct | Do. | Do. | | | Do. | | .. |
| | (h) Shifting | Do. | 3.50 | 3.75 | | 3.50 | | 3.75 |
| | (i) Receiving from 1st floor (big size) | Do. | 3.75 | 4.00 | 3.75 | 3.75 | | 4.00 |
| | (j) from lifts and loading | Do. | 7.50 | 8.00 | | 7.50 | | 8.00 |
| | (k) Do. from chutes | Do. | 4.00 | 4.25 | | 4.00 | | 4.25 |
| | (l) Wagon loading of fertilizer bags (big sizes) | Do. | 4.25 | 4.50 | | 4.25 | | 4.50 |
| | (m) Wagon loading of fertilizer bags (small sizes) | Do. | 2.50 | 2.75 | | 2.50 | | 3.00 |
| | (n) Gunny bales (loading) | per 100 bales | 20.00 | 21.25 | | 20.00 | | 21.25 |
| | (o) Shifting of gunny bales | Do. | No such rate exists. | | | No such rate exists. | | .. |
| Para 13 | Pallawalla | per day | 2.50 | 2.62 | | 2.50 | | 2.62 |
| | Pallawalles | Do. | 1.75 | 1.87 | 1.75 | 1.75 | | 2.00 |
| | Stitchers | Do. | 2.19 | 2.31 | | 2.19 | | 2.31 |
| Para 14 | Stitchers (Modia Silai) | per 100 bags. | 1.19 | 1.25 | | 1.19 | | 1.25 |

R. G. GOVAN & CO. PRIVATE LIMITED, BOMBAY

Ex. 66

Godowns Labour statement showing the Rates paid to Labour and rates received from the Government

| Serial No. | Nature of work | From Govt. per 100 | | Paid to labourers | | Paid to labourers | | Fair Wage | |
|------------|---|-----------------------------|------------------------|------------------------------------|----------------------------------|---|---------------------------------|--------------------------|----------|
| | | Small bags (below 140 lbs.) | big bags Over 140 lbs. | Small bags (Before strike 16-6-60) | Big bags (Before strike 16-6-60) | Small bags (After strike 16-6-60) | Big bags (After strike 16-6-60) | Small bags | Big bags |
| 1 | Unloading trucks and stacking upto 18 high big 20 high small | 2.75 | 3.08 | 2.62 | 2.87 | 2.87 | 3.12 | 2.95 | 3.25 |
| 2 | Unloading from wagons and stacking upto 18 high big & 20 high small | 3.00 | 3.49 | 2.87 | 3.37 | 3.12 | 3.62 | 3.15 | 3.75 |
| 3 | Unloading trucks & stacking with weighment (Sample weighing) | 5.75 | 6.33 | .. | .. | .. | .. | .. | .. |
| 4 | Unloading wagons & stacking with weighment (sample weighing) | 5.61 | 6.41 | .. | .. | .. | .. | .. | .. |
| 5 | Loading into trucks from stacks | 2.75 | 3.08 | 2.62 | 2.87 | 2.87 | 3.12 | 2.95 | 3.25 |
| 6 | Loading into wagons from stacks trucks | 3.00 | 3.49 | 2.87 | 3.37 | 3.12 | 3.62 | 3.15 | 3.75 |
| 7 | Loading into trucks from stacks with weighment. | 5.75 | 6.33 | .. | .. | .. | .. | .. | .. |
| 8 | Loading into wagons from stacks with weighment | 5.94 | 6.48 | .. | .. | .. | .. | .. | .. |
| 9 | Test weighment (including stacking or loading) | 5.63 | 6.25 | 5.00 | 5.00 | 5.25 | 5.25 | 5.25 | 5.25 |
| 10 | Standardisation & stitching including stacking or loading | 8.00 | 9.00 | 7.00 | 7.00 | 7.25 | 7.25* | 7.25 | 7.25 |
| | | | | | | (*If slack & Torn 25 nP. more per 100 bags) | | | |
| 11 | Cleaning, standardisation, stitching & stacking 18 or 20 high or loading into trucks or wagons (as per memorandum of settlement dated 16-6-60 the rate indicated is Rs. 1.25) | 16.00 | 17.00 | 14.00 | 14.00 | 14.25 | 14.25 | 14.25 | 14.25 |
| 12 | Waraferi or shifting or re-stacking, weighment | 2.82 | 3.12 | 2.25 | 2.37 | 2.50 | 2.62 | 2.60 | 2.75 |
| 13 | Gunny bales loading or unloading including stacking of 300 N.B.T. or 400 D.W. bags | 0.24 nP. per bale | | 0.19 nP. per bale | | 2.25 nP. per bale | | Rs. 20.25 per 100 bales. | |
| | | | | | | (Rs. 20.25 nP per 100 bales) | | | |
| 14 | Gift Parcels. | | | | | | | | |
| | (a) Milk powder bags & other small items | 5 nP. per package or bag | | 1.87 nP. per 100 packages or bags. | | 2.12 nP. per 100 packages or bags. | | 2.12 | |
| | (b) Drums or cases (Big size) | 0.11 nP. per drum or case | | 4.00 per 100 drums or cases. | | 4.25 per 100 drums or cases. | | 4.25 | |

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|----|--|---|--|--------------|---|--------------|---|------|----|
| 15 | <i>Casual Labour.</i> | | | | | | | | |
| | (a) Pallawala Male | } Engaged at the time of loading & Unloading etc. operations. | | 1.25 per day | | 1.57 per day | | 1.75 | |
| | (b) Pallawali Female | | | 1.25 per day | | 1.37 per day | | 1.75 | |
| | (c) Stitchers | | | 1.25 per day | | 1.37 per day | | 1.75 | |
| | (d) Casual mazdoors (supplied to Govt. for miscellaneous work but not for above operations in the godowns) | | 2.50 per full day 2.00 per half day } | 1.50 per day | | 1.62 per day | | 2.00 | |

NOTE: The rates paid by the Government are total rates inclusive of services of supervision, Gear, Overheads & supply of casual mazdoors for stitching of torn bags, collection of spillings at the time of loading, unloading & standardisation operations etc. In case of Gift parcels services of forwarding etc. are also included.

[No. 28/41/60/LRIV.]

G. JAGANNATHAN, Under Secy.

New Delhi, the 5th September 1961

S.O. 2184.—In exercise of the powers conferred by sub-section (2) of section 28 of the Minimum Wages Act, 1948 (11 of 1948), the Central Government hereby directs that for a period of two years from the date of publication of this notification, the provisions of section 18 of the said Act, in so far as it requires a Register of Wages to be maintained in the prescribed form, namely, Form X of the Minimum Wages (Central) Rules, 1950, shall not apply to the employees of Cantonment Boards for whom minimum rates of wages have been fixed under the said Act, subject to the condition that in lieu of the said register, the register in Form Cant. 15B prescribed under rule 48(2) of the Cantonment Account Code, 1924, shall be maintained which shall be deemed to be the register of wages in Form X aforesaid, for the purposes of the Minimum Wages Act, 1948 (11 of 1948) and the Minimum Wages (Central) Rules, 1950.

[No. LWI(I)-8(1)/58.]

B. R. SETH, Dy. Secy.

ERRATA

In Ministry of Labour and Employment Notification No. 23/25/60-LR-II, dated 13th July, 1961, published in the Gazette of India Part II—Section 3(ii), dated 22nd July, 1961, as S.O. 1714, the following Corrections are to be made:—

- (1) Page 1662, Sub-para (a) near the bottom of page, [above sub-para (b)]—
for “(a) *Revision of wages.*—It is agreed between the parties that the existing”.
read “(a) those whose basic wages as on 10th December, 1959, falls short of the”.
- (2) Page 1666, against Proposed Code No. A-22, under Col. Agreed Basic wages.—
for “50—2—70—2·50—75
A.I. 5·00”.
Read “50—2—70—2·50—75·00”.
- (3) Page 1667, against Proposed Code No. WE 2, under col. Agreed Pay—
for “4·98—0·21—5·29”.
read “4·98—0·31—5·29”.
- (4) Page 1667, against Proposed Code No. WE 6, under Col. Agreed Pay—
for “1·23—0·12—1·50”.
read “1·23—0·12—1·59”.
- (5) Page 1668, Against Proposed Code No. WE 31, under Col. Agreed Pay—
for “2·25—0·19—2·82—0·88—3·00”.
read “2·25—0·19—2·82—0·18—3·00”.
- (6) Page 1671, Against Proposed Code No. UG 12, Under Cols. ‘Present Pay Scale’ and ‘Agreed Pay Scale’—
for “1·44—0·12—2·23—0·09” “1·44—0·12—2·04—0·09—2·23”.
read “1·44—0·12—2·23—0·19” “1·44—0·12—2·04—0·19—2·23”.

MINISTRY OF INFORMATION & BROADCASTING

New Delhi, the 29th August 1961

S.O. 2185.—In exercise of the powers conferred by clause (a) of sub-section (2) of section 6 of the Cinematograph Act, 1952 (37 of 1952), the Central Government hereby directs that the film entitled “Leopard Man of Africa” produced by Messrs. Guaranteed Pictures Inc., U.S.A. in respect of which an “A” Certificate No. 59, dated the 10th July, 1952, was granted to Shri B. K. Dilwall, Bombay, shall be deemed to be an uncertified film in the whole of India.

[No. 9/13/60-FC.]

New Delhi, the 31st August 1961

S.O. 2186.—In exercise of the powers conferred by proviso to sub-rule (3) of rule 8 read with sub-rule (2) of rule 9 of the Cinematograph (Censorship) Rules, 1958, the Central Government hereby appoints Shri Dines Das as a member of the Advisory Panel of the Central Board of Film Censors at Calcutta with immediate effect.

[No. 11/3/59-FC.]

S.O. 2187.—In exercise of the powers conferred by proviso to sub-rule (3) of rule 8 of the Cinematograph (Censorship) Rules, 1958, read with sub-rule (3) of rule 9 of the said Rules, the Central Government hereby re-appoints Shrimati Labanyaprova Dutt as a member of the Advisory Panel of the Central Board of Film Censors at Calcutta with immediate effect. Her previous term expired on 18th June, 1961.

[No. 11/3/59-FC.]

S.O. In exercise of the powers conferred by proviso to sub-rule (3) of rule 8 of the Cinematograph (Censorship) Rules, 1958, read with sub-rule (3) of rule 9 of the said Rules the Central Government hereby re-appoints the following persons as members of the Advisory Panel of the Central Board of Film Censors at Calcutta with immediate effect. Their previous terms expired on 5th May, 1961.

1. Shrimati Pushpa Mayee Bose.
2. Shri A. K. Chanda.

[No. 11/3/59-FC.]

S.O. 2189.—In exercise of the powers conferred by Section 5(2) of the Cinematograph Act, 1952, read with rule 10 of the Cinematograph (Censorship) Rules, 1958, the Central Government is pleased to appoint Shri Uma Shankar, Director of Programme Planning, All India Radio, New Delhi, to officiate as Regional Officer Central Board of Film Censors, Bombay, *vice* Shri D. L. Kothari, officiating as Chairman, Central Board of Film Censors. Shri Uma Shankar will be on deputation for a period of four months with effect from 21st August 1961, (forenoon).

[No. 2/42/61-FC.]

R. K. GOVIL, Under Secy.